

ACT OF RESTRICTIONS  
OF  
FAIRHILL AT BLUEBONNET HIGHLANDS  
THIRD FILING, PART 1

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 28 day of January, 2004 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

BLUEBONNET HIGHLANDS LAND & DEVELOPMENT LLC, a Louisiana Limited Liability Company with Articles of Organization 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, appearing herein through its Manager, Clark W. Taylor, represented by its undersigned officer duly authorized,

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 consisting of single family, owner occupied homes, having a uniform plan of development and the preservation of property values and amenities in that community, and any interpretation of these Restrictions shall, to the maximum extent allowed by law, serve this purpose. No owner shall occupy or use his property, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature. 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 of 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 188 thru 232 inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final plat of Fairhill at Bluebonnet Highlands, Third Filing, Part 1 by Chenevert, Songy, Rodi, and Soderberg dated January, 2004, recorded at Original 629 Bundle 11565 in the official records of the Parish of East Baton Rouge, State of Louisiana (hereinafter referred to as the "Property").

2.2 To the maximum extent allowable by law, these Restrictions shall apply to all lots and property comprising Fairhill at Bluebonnet Highlands and, to the extent that prior restrictions and their amendments are in conflict with these Restrictions or are silent regarding matters addressed in these Restrictions, these Restrictions shall control. Otherwise, the prior restrictions and their amendments shall remain in full force and effect and they consist of Original 801, Bundle 10539, Original 894, Bundle 10853, Original 381, Bundle 10856, Original 419, Bundle 10848, Original 746, Bundle 10852, Original 735, Bundle 10978, Original 502, Bundle 10930, Original 837, Bundle 11004 and Original 355, Bundle 11210.

2.3 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 the Bluebonnet Highlands Council. At such time as the Developer, in its sole discretion, determines that sufficient lots have been sold to homeowners to relinquish control of the Council to the Bluebonnet Highlands Homeowners Association, Inc. it shall appoint three (3) persons to serve as the Council for a term of one (1) year or until their successors have been appointed by the Board of Directors of the Association, at which time the initial members shall resign. The Council membership, which shall be composed of subdivision homeowners, may thereafter be otherwise modified by the Board of Directors of the Association. The Council shall serve without pay and shall perform such duties and responsibilities as are set forth herein and in the articles and by-laws of the Association. 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. Prior to such time as the Developer has determined that sufficient lots have been sold, to relinquish authority to the Council and the homeowners, the Developer and or his/its appointed agent(s) shall, in its/their sole discretion, exercise, without limitation, the power and authority that would otherwise be vested in the Council.

3.2 The term Association as referred to in these restrictions refers to the Bluebonnet Highlands Homeowners Association, Inc.

3.3 No residence, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and nature, kind, shape, height, materials, floor plans, elevations, specifications, and the grading plan of the lot shall have been submitted to and approved in writing by a majority vote of the council. All work must be of equal quality of workmanship and materials as for comparable homes in the Subdivision and in comparable subdivisions in the Parish. The Council shall have the right to enforce these quality standards after construction in the same manner as the other provisions of these Restrictions may be enforced.

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, that has been submitted to it, such submission shall be deemed to have been approved; however, all other provisions herein shall continue to apply and such implied approval shall not extend to any violation of any of the express requirements hereof.

3.8 No residence shall be erected on any lot in Fairhill at Bluebonnet Highlands containing, exclusive of porches, breezeways, garages and carports, less than One Thousand Seven Hundred Fifty (1,750) square feet; the minimum requirement for the horizontal roof area shall be Two Thousand One Hundred (2,100) square feet. For two story or one and one-half store residences, Eight Hundred Seventy Five (875) square feet of heated living area is the minimum requirement on the ground floor; the minimum roof area shall be One Thousand Three Hundred Fifty (1,350) 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 Seven Hundred Fifty (1,750) square feet but in no case less than One Thousand Six Hundred Fifty (1,650) square feet.

The above set out living areas are exclusive of open porches and carports or garage. The above set out roof areas are inclusive of porches, carports and/or garage roofs. No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two automobiles. No garage or carport shall open onto any street, which is the street the house fronts on, except that a garage equipped with a front door that closes may face the street.

3.9 Unless approved in advance by the Council (and provided that the proposed placement on said lot does not violate any applicable zoning regulations), all residences shall be located on the lots in the following manner: Front set back lines are shown on the final plat. Only one side yard is required. The Zero Lot Line (side with no side yard required) is pre-determined and so indicated on reference Final Plat. A minimum five (5) foot private maintenance servitude (easement) shall be provided by the adjacent lot for maintenance of the adjoining zero lot line wall. The dwelling unit wall located on the zero lot line side shall have no openings (I.E., doors and windows, except as provided for in the Zoning Ordinance), and shall be constructed of brick to a minimum height equal to that of the ground floor wall plate height. Roof overhangs shall not encroach on the adjacent lot. A maximum building set back line of fifty feet (50') is established for all lots, except lots that are one hundred seventy five feet (175') or more deep and on those lots the maximum set back shall be sixty-five feet (65'). No building, including garages and/or accessory buildings shall be located nearer than ten feet (10') to any rear lot line. For purposes of this paragraph eaves, steps and open porches shall not be considered as part of the building.

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, however, the council may approve at its discretion a window mounted unit on the rear of the storeroom with the top of the unit not to exceed six feet from the ground.

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. All work must be of equal quality of workmanship and materials as for comparable fences and walls in the Subdivision and in comparable subdivisions in the Parish. The Council shall have the right to enforce these quality standards after construction in the same manner as the other provisions of these Restrictions may be enforced. Fences on Lake Lots shall be constructed no more than six feet (6') in height along the side lot within no more than twenty feet (20') of the water line of the Lake and shall be constructed three and one-half feet (3 ½') in height on the rear portion of the lot within twenty feet (20') 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 feet (10') from the water line of the Lake and shall not exceed three and one-half feet (3 ½') in height. In no event shall a fence or wall within twenty feet (20') of the water line of the Lake be more than three and one-half feet (3 ½') in height. For purposes of these Restrictions, the term "fence" shall include walls and any other structures used to enclose or partially enclose a lot. No fence may violate any zoning regulation. All fences shall be constructed finished side out (post in) on sides facing street.

3.16 No garage apartment, duplex, four-plex or any structure other than a single family, freestanding dwelling 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 Fairhill 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, evidence by a majority vote thereof.

3.20 This subdivision will be served by underground utilities. 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 in excess of 32" (not to be installed on the front of the house or lot or on the side, if a corner lot), 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 and shall be plainly visible from the street. The size, shape, color, design and location of all mailboxes shall be approved 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 the 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. Any Lot Owner who does not complete said landscaping prior to the above specified dates shall pay a fine of \$300 to the Association for each thirty (30) day period the landscaping is delayed beyond said specified dates. The Association shall have lien rights to enforce payment of such fine.

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 Fairhill 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, Fairhill at Bluebonnet Highlands, may utilize all lots restricted herein as a street connecting Fairhill at Bluebonnet Highlands to another real estate development.

3.30 The Developer has caused to be incorporated the Bluebonnet Highlands Homeowners Association, Inc. (The "Association"), a Louisiana not-for-profit corporation which shall be composed of the Developer and lot owners in the Subdivision as provided in the Articles of Incorporation. Until such time as Developer cedes control of the Council to the Association as herein above provided, the Developer reserves the right, at its sole discretion, to merge the Association with other homeowners associations for other subdivisions which have been or may be developed by Developer.

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 obligations 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 Fairhill at Bluebonnet Highlands shall be used for residential purposes only. Each home shall be a single family residence and shall be occupied by the owner(s) and by persons related to the owner(s) by consanguinity or marriage. In the event any property is occupied pursuant to any lease or rental agreement or by any person(s) other than the owner(s) and/or owner(s) family as defined above ("tenants") with or without a written agreement and whether or not such tenants are required to pay rent or other consideration, the Council shall have the right to review, or require the adoption of, the lease or rental agreement and to further require the inclusion in such agreement of all usual and customary provisions of such an agreement as well as those necessary to safeguard the integrity of the subdivision as a residential community. In addition, the Council may require the completion of an informational application by all such tenants and the execution of a credit examination authorization. The Council may, in its sole discretion, approve or disapprove any/all such tenants. The tenant(s) and the owner(s) shall be and shall remain bound by these and any other applicable restrictions. In the event of a tenants' failure or refusal to comply with these provisions, or with these and/or any other applicable restrictions, or in the event of any violation of any lease or rental agreement, or the violation of any law by any tenant, or for any other act or conduct recognized by law as grounds for eviction, the Council may, acting alone, bring an action at law to evict such tenant(s) or all tenants of such property, at the sole discretion of the Council. The owner shall be solidary liable with the tenant(s) for the costs, attorney fees and all other expenses, damages and claims associated with such tenancy, whether or not the tenancy is terminated by eviction or suit. 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. Except upon application to and approval by the Council, no more than three (3) motor vehicles may be regularly and recurrently parked at any residence. Upon ten (10) day written notice, the Council shall have the right to enter upon the property, remove and store such offending movable(s), the costs of which shall be the liability of the homeowner subject to collection by a personal action at law against the Owner and/or the recordation of a lien(s) for all such amounts owed together with attorney fees and all costs of collection. **Vehicles may be placed with an independent storage facility and shall be subject to sale in accordance with Louisiana Law.**

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. Political campaign signs, professionally printed and not to exceed 24" by 32" may be placed in owners' yards no sooner than 30 days prior to the subject election and shall be removed no later than 24 hours following the subject election. Signs placed in violation of this restriction may be

removed by the Council, without any notice and without any liability whatsoever, and disposed of.

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. No property may be used for any business or commercial purpose. 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 weed, 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 attorney's fee. Upon 10 days notice, Lot owners hereby grant the Council a specific right to enter upon a lot to perform lawn and yard maintenance. 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, interest, costs and reasonable attorney's fees and/or collection agency fees (of not less than \$100.00) of any such action shall be added to the amount of such assessment.

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

5.1 The landscape, private fence servitude and common areas, if any, shown on the final plat of Fairhill 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 the responsibility of the lot owners, acting through the Association, and are not the responsibility of the City-Parish Government of East Baton Rouge Parish. These areas are not dedicated for use by the general public. The costs of all lighting, except streetlights installed by the utility company, are to be borne by the lot owners, acting through the Association and not the City-Parish Government.

The predial servitudes located adjoining and adjacent to individual lots are for the exclusive use and benefit of the individual lot owners in each case. The maintenance of these servitudes shall be the personal responsibility of each lot owner. They may be enclosed with the lot itself, if the lot owner chooses. If any lot owner fails to properly maintain the predial servitude adjoining and adjacent to his lot, the Association shall have the power to perform all needed maintenance and to assess the lot owner for the cost thereof and to collect the amount due in the same manner as provided for regular assessments. The lot owner shall be personally liable for such assessments.

5.2 Every lot owner shall have a nonexclusive right and servitude of enjoyment in and to Lake Longwood, 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 Final Plat, 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 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 Fairhill at Bluebonnet Highlands subdivision who has been previously granted the right to use and enjoy Fairhill at Bluebonnet Highlands.

(F) Access to the Lake shall be only by the servitudes as shown on the final plat; no person is authorized to cross another's lot or predial servitude to access the Lake.

5.3 Lake Longwood 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. Lake Longwood shall not be used by craft powered by internal combustion engines. Fishing in Lake Longwood shall be regulated by and subject to control by the Council. No structure shall be erected in or over the Lakes, except such as may be necessary to preserve and maintain the Lakes, 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 Lakes unless approved in advance by the Council.

5.4 The lot owners and their guests shall use and enjoy Lake Longwood 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 person or damage to property which may result from the use and enjoyment of Lake Longwood and the common structures. Swimming in Lake Longwood shall not be permitted.

5.5 The Lakes shall be subject to a drainage servitude through the Lakes as required by the Department of Public Works of East Baton Rouge Parish, Louisiana. Unless conveyed to a public authority, the Lakes 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 or by the sole action of the Developer prior to relinquishment of authority to homeowners, to levy and collect (by legal proceedings if necessary) from each lot owner in Fairhill 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 Fairhill at Bluebonnet Highlands provided, however, that such assessment shall when filed rank only from the date of recordation. The Association shall have the right to suspend the voting rights, the right to suspend participation in any regularly scheduled Association meetings and right to suspend the use of the recreational facilities by an owner for any period during which any dues are unpaid or any assessment against such owner's lot remains unpaid, or for a period not to exceed 60 days for any infraction of its published rules and regulations.



6.2 By act of taking title to any lot such person is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, (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 annual assessment which shall be levied against each lot with a house constructed on it shall be \$17.00 per month, computed commencing with day of the closing. Notwithstanding any other provision herein, this amount shall be owed without any action by the Developer and/or Council and shall be paid in accordance with the provisions of Paragraph 6.6. 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. Licensed homebuilders and developers shall be exempt from these assessments.

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 a late charge penalty from the date of delinquency at the rate of Twenty Percent (20%) per month until paid, 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, interest, cost, and reasonable attorney's fees (of not less than \$750) and/or collection agency fees (of not less than \$100.00). Effective January 1, 1999, all member (homeowner) dues and fees shall be paid on an annual or semi-annual basis. Payment dates shall be January 1<sup>st</sup> and July 1<sup>st</sup> as each calendar year. Invoices may or may not be sent to each member however, the failure to receive an invoice for dues does not relieve the member (homeowner) from the obligation to pay their dues timely. Delinquent amounts will be turned over to an attorney and/or collection agency for collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use 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 a corporation formed for that and any other purposes.

6.8 At closing of the purchase of a Lot, the Owner shall make a \$500.00 Construction Deposit payable to the Bluebonnet Highlands Homeowners Association. The purpose of the Construction Deposit is to insure:

(A) Plans are submitted to Architectural Control Committee as set forth in Section 3.3 above. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit

shall be automatically forfeited as liquidated damages to the Developer. Further, all other rights of the Developer, the Architectural Control Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.

(B) Landscaping is accomplished as set forth in Section 3.25 above. In the event landscaping is not accomplished according to Section 3.25 above, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Developer. Further, all rights of the Developer, Architectural Control Committee and the Association may have the respect to approval of the plans to continue, including the right to fine the Owner, rights to injunctive relief, damages and other rights.

(C) Maintain a clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Architectural Control Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Architectural Control Committee and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill.

If no violations or damage occur, the Construction Deposit will be refunded to the original submitter of the Construction Deposit in full after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in these Restrictions. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements and landscaping.

If a Lot Owner owns more than one lot in Fairhill at Bluebonnet Highlands, then only one Construction Deposit need be made, which shall remain on deposit until all lots owned by such Lot Owner are built on and satisfactorily completed according to the above provisions, which Construction Deposit may be used by the Association to correct any deficiencies of such Lot Owner on any Lot he may own.

## 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. These Restrictions may be amended at any time by an instrument in writing executed by owners of a majority of the lots in the subdivision. These Restrictions shall apply from the date these Restrictions are recorded in the official records of East Baton Rouge Parish.

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 Fairhill 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.

7.4 Any notice required by these Restrictions may be made by delivery to the subject residence or, at the election of the sender, certified mail, either of which shall be conclusive of adequate notice whether or not received or claimed by the addressee.

7.5 These restrictions may be enforced by an action at law instituted by the Association or the Council acting on its behalf, the Developer or any owner, any of whom shall be entitled to recover from any defendant reasonable attorneys fees and costs of litigation.

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

WITNESSES

BLUEBONNET HIGHLANDS LAND &  
DEVELOPMENT, LLC

Lynne Sharp

BY: [Signature]

Print: Lynne Sharp

Print: Clark W Taylor

[Signature]

Print: Robert A. DeJean

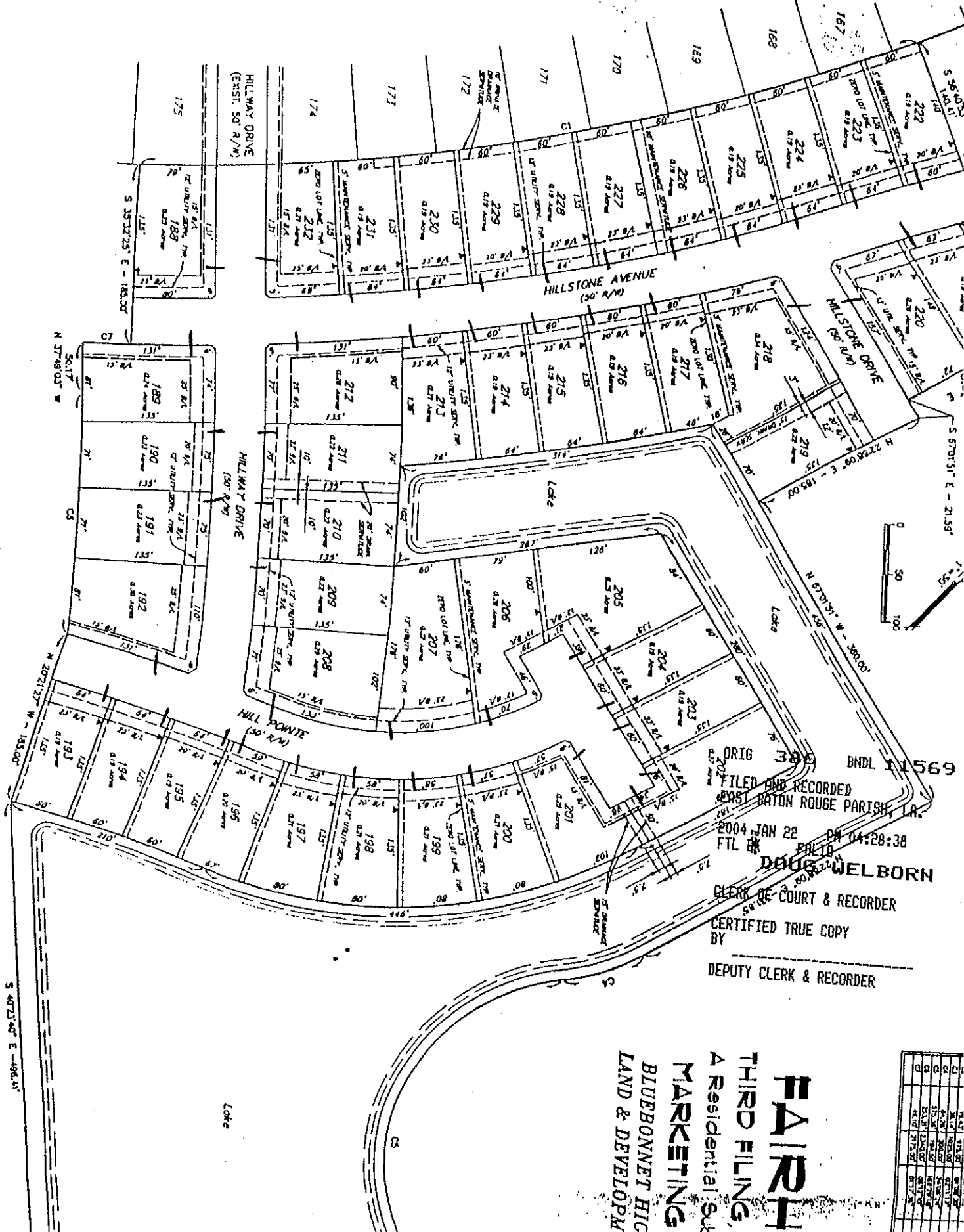
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