

**ACT OF RESTRICTIONS OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
FIRST FILING, SECOND FILING, SECOND FILING PART 2
(SPRINGLAKE GARDENS), SECOND FILING PART 2 OF PHASE III,
THIRD FILING PART 1**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 29th day of January, 1999, before the undersigned Notary Public and 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, Louisiana, appearing herein through its Managing Partner, Gulf Union Industries, Inc., represented by its undersigned officer duly authorized,

who did depose and say that:

1. Appearer is the owner, subdivider and developer of the following described real property:

Lots 1-204, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final Plat of Springlake at Bluebonnet Highlands, First Filing by Chenevert, Songy, Rodi and Soderberg dated February, 1993 recorded at Original 875 Bundle 10419, Second Filing by Chenevert-Songy-Rodi-Soderberg, dated August, 1994, recorded as Original 14. Bundle 10539, Second Filing Part 2 (Springlake Gardens) dated January, 1995, recorded as Original 947 Bundle 10574, Second Filing (Part 2) of Phase III and Third Filing Part 1 dated March, 1998, recorded as Original 739 Bundle 10873 of the official records of East Baton Rouge Parish, Louisiana.

2. Appearer desires to and does hereby subject the above described property to those Restrictions set forth in the Act of Restrictions of Springlake at Bluebonnet Highlands, recorded as Original 2, Bundle 10420, Original 870, Bundle 10611, Original 802, Bundle 10539, Original 807, Bundle 10587, Original 824, Bundle 10874, Original 403, Bundle 10871 and Original 314, Bundle 10876 fully and completely and to the same extent as if the above described property had been included in those Restrictions and recorded, with only the exceptions hereinafter contained

3. Appearer desires to amend the following sentence to Paragraph 3.15 of the Restrictions and hereby, Appearer imposes the following restriction on the above described lots:

"All fences shall be constructed finished side out(post-in) on all sides facing street."

THUS DONE AND SIGNED on the date first above set forth in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Billie Smith
Donna Long

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

By: Gulf Union Industries, Inc., Managing Partner

By: Clark W. Taylor, President

Notary Public
NOTARY PUBLIC

ORIG 736 BNDL 10978

CLERK AND RECORDER,
EAST BATON ROUGE PARISH, LA.

1999 FEB 09 PM 01:46:46 TH

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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

BY: Hebert
DEPUTY CLERK & RECORDER

**ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
FIRST FILING, SECOND FILING, SECOND FILING PART 2
(SPRINGLAKE GARDENS), SECOND FILING PART 2 OF PHASE III,
THIRD FILING PART 1**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 1st day of September, 1998, before the undersigned Notary Public and 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, Louisiana, appearing herein through its Managing Partner, Gulf Union Industries, Inc., represented by its undersigned officer duly authorized,

who did depose and say that:

1. Appearer is the owner, subdivider and developer of the following described real property:

Lots 1-204, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final Plat of Springlake at Bluebonnet Highlands, First Filing by Chenevert, Songy, Rodi and Soderberg dated February, 1993 recorded at Original 875 Bundle 10419, Second Filing by Chenevert-Songy-Rodi-Soderberg, dated August, 1994, recorded as Original 14. Bundle 10539, Second Filing Part 2 (Springlake Gardens) dated January, 1995, recorded as Original 947 Bundle 10574, Second Filing (Part 2) of Phase III and Third Filing Part I dated March, 1998, recorded as Original 739 Bundle 10873 of the official records of East Baton Rouge Parish, Louisiana.

2. Appearer desires to and does hereby subject the above described property to those Restrictions set forth in the Act of Restrictions of Springlake at Bluebonnet Highlands, recorded as Original 2, Bundle 10420, Original 870, Bundle 10611, Original 802, Bundle 10539, Original 807, Bundle 10587, Original 824, Bundle 10874, Original 403, Bundle 10871 and Original 314, Bundle 10876 fully and completely and to the same extent as if the above described property had been included in those Restrictions and recorded, with only the exceptions hereinafter contained.

3. Appearer desires to amend the following Paragraph 4.10 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:

"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. 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."

4. Appearer desires to amend following Paragraph 6.6 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:

"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 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 semiannual basis. Payment dates shall be January 1st and July 1st 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 nonuse of the Common Area or abandonment of his Lot."

THUS DONE AND SIGNED on the date first above set forth in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

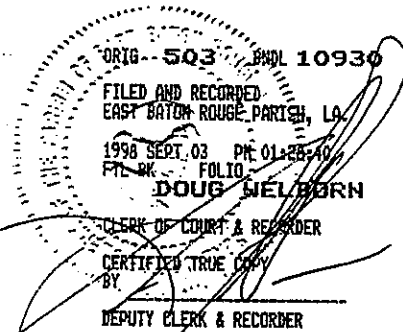
BLUEBONNET HIGHLANDS DEVELOPMENT CO.

Billy Smith
Honorable Long

By: Gulf Union Industries, Inc.,
Managing Partner

By: [Signature]

[Signature]
NOTARY PUBLIC



C

ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
THIRD FILING, PART I

STATE OF LOUISIANA

PARISH OF BATON ROUGE

BE IT KNOWN that on this 3rd day of March, 1998, before the undersigned Notary Public and 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, Louisiana, appearing herein through its Managing Partner, Gulf Union Industries, Inc., represented by its undersigned officer duly authorized,

who did depose and say that:

1. Appearer has previously filed Acts of Restrictions of Springlake At Bluebonnet Highlands Third Filing, Part I, Original 403, Bundle 10871 regarding lots 141 - 179 when in truth and fact these are not correct.

2. Appearer is the owner, subdivider and developer of the following described real property:

Lots 166 - 204, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final Plat of Springlake at Bluebonnet Highlands, Third Filing, Part I" by Chenevert-Songy-Rodi-Soderberg, dated March, 1998, recorded as Original 739. Bundle 10873 of the official records of East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED on the date first above set forth in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Billy Smith
Ju. Johnson

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

By: Gulf Union Industries, Inc.,
Managing Partner

By: *[Signature]*
[Signature]
NOTARY PUBLIC

ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
THIRD FILING, PART I

STATE OF LOUISIANA

PARISH OF BATON ROUGE

BE IT KNOWN that on this 3rd day of March, 1998, before the undersigned Notary Public and 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, Louisiana, appearing herein through its Managing Partner, Gulf Union Industries, Inc., represented by its undersigned officer duly authorized,

who did depose and say that:

1. Appearer is the owner, subdivider and developer of the following described real property:
Lots 141 - 179, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final Plat of Springlake at Bluebonnet Highlands, Third Filing, Part I" by Chenevert-Songy-Rodi-Soderberg, dated February, 1998, recorded as Original 313. Bundle 10865 of the official records of East Baton Rouge Parish, Louisiana.
2. Appearer desires to and does hereby subject the above described property to those Restrictions set forth in the Act of Restrictions of Springlake at Bluebonnet Highlands, recorded as Original 804, Bundle 10539 fully and completely and to the same extent as if the above described property had been included in those Restrictions and recorded, with only the exceptions hereinafter contained.
3. Appearer desires to add the following sentence to Paragraph 6.4 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:
"Licensed homebuilders and developer shall be exempt from these assessments".
4. The provisions of Paragraph 7.1 relative to the term to the Restrictions shall apply from the date these Restrictions are recorded in the official records of East Baton Rouge Parish.
5. Appearer desires to add the following sentence to Paragraph 3.15 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:
"All fences shall be constructed finished side out (post in)".
6. In lieu of Paragraph 3.10 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:
Driveways shall be built in the locations shown on the attached Exhibit "C". The location of a driveway on any lot may be changed upon request to the Council and provided the Council deems the change to be in the best interest of the development.
7. Appearer desires to add the following sentences to Paragraph 3.25 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:
"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."
8. Appearer desires to add the following Paragraph 6.8 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:

"6.8 At closing of the purchase of a Lot, the Owner shall make a \$300.00 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 shall 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" or 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 spend for correction of any violations or damage, any balance will be refunded to the original submitted 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, Second Filing, 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.

THUS DONE AND SIGNED on the date first above set forth in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Sharon Rabalais
Loni Woodley

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

By: Gulf Union Industries, Inc.,
Managing Partner

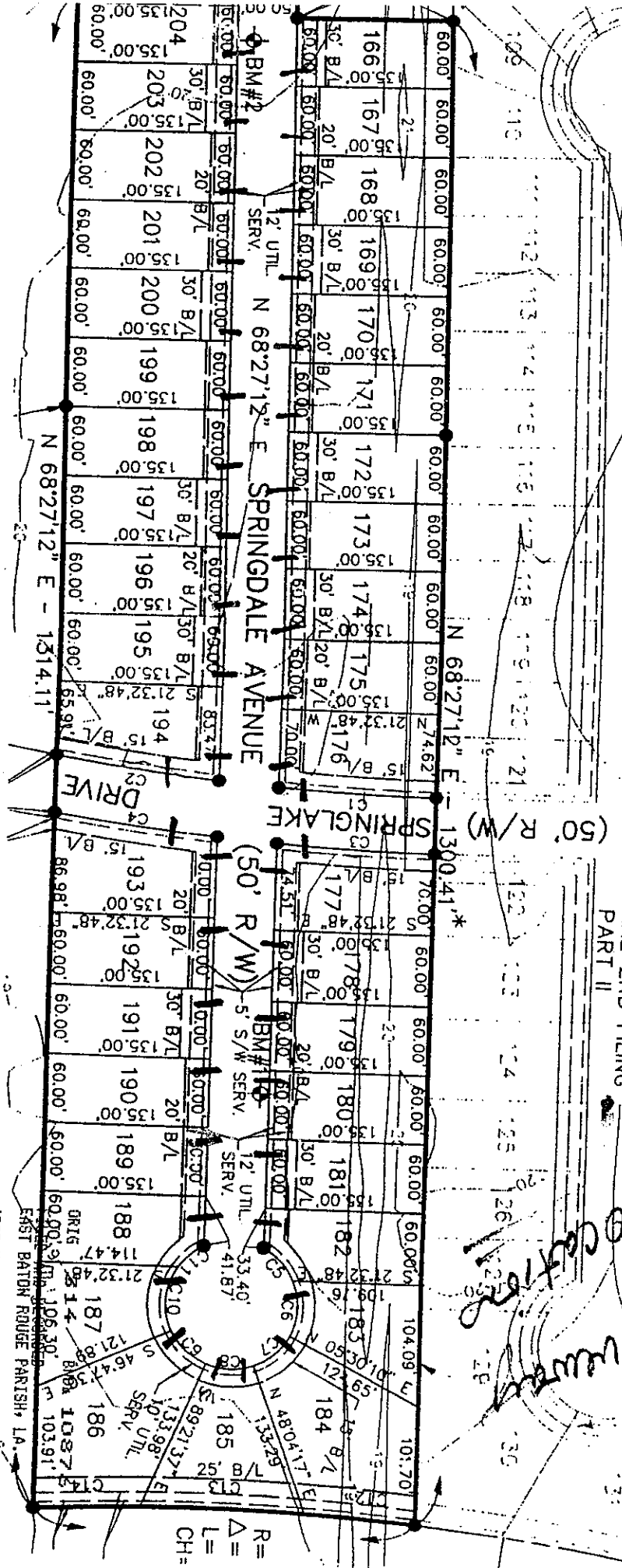
By: *[Signature]*

[Signature]
NOTARY PUBLIC

COURT 537 E W

SPRING LAKE 2ND FILING
PART II

Handwritten signature



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 DOUG WELBORN
 CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
 BY *Blaine Moccia*
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R =
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ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
SECOND FILING (PART 2) OF PHASE III

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 20th day of July, 1995, before the undersigned Notary Public and 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, Louisiana, appearing herein through its Managing Partner, Gulf Union Industries, Inc., represented by its undersigned officer duly authorized,

who did depose and say that:

1. Appearer is the owner, subdivider and developer of the following described real property:

Lots 122-140, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape areas shown on the "Final Plat of Springlake at Bluebonnet Highlands, Second Filing (Part 2) of Phase III" by Chenevert-Songy-Rodi-Soderberg, January 24, 1995, recorded as Original 947, Bundle 10574 of the official records of East Baton Rouge Parish, Louisiana.

2. Appearer desires to and does hereby subject the above described property to those Restrictions set forth in the Act of Restrictions of Springlake at Bluebonnet Highlands, Second Filing, recorded as Original 802, Bundle 10539 fully and completely and to the same extent as if the above described property had been included in those Restrictions as recorded, with only the exceptions hereinafter contained.

3. In lieu of Paragraph 3.10 of the Restrictions described above, Appearer imposes the following restriction on the above described lots:

Driveways shall be built in the locations shown on the attached Exhibit "A." The location of a driveway on any lot may be changed upon request to the Council and provided the Council deems the change to be in the best interest of the development.

4. The provisions of Paragraph 7.1 relative to the term of the Restrictions shall apply from the date these Restrictions are recorded in the official records of East Baton Rouge Parish.

THUS DONE AND SIGNED on the date first above set forth in the presence of the undersigned Notary Public and competent witnesses.

WITNESSES:

Sonya B. Collett

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

By: Gulf Union Industries, Inc.,
Managing Partner

By: [Signature]

[Signature]
NOTARY PUBLIC

RESIDENTIAL HOUSING IS DEFINED AS SINGLE FAMILY UNITS WHICH HAVE ONLY ONE (1) SIDE-YARD, SHALL BE DESIGNATED ON THE APPROVED PLAT. THE WALL LOCATED ON THE LOT FOR THE OPENINGS PROHIBITED ON THE ZERO LOT LINE SIDE: THE WALL OF OPENINGS LOCATED ON THE ZERO LOT LINE SHALL HAVE NO WINDOWS, DOORS, OR CONDITIONING UNITS, OR ANY OTHER TYPE OF OPENINGS. THE ZERO LOT LINE FOR MAINTENANCE OF THIS LOT IS THE PERMANENCE OF THE CURTAIN WALL OR THE PERMANENCE OF THE CURTAIN WALL OR THE PERMANENCE OF THE CURTAIN WALL.

STATE OF LOUISIANA
MICHAEL B. SONGY
 REG. NO. 04609
PROFESSIONAL LAND SURVEYOR

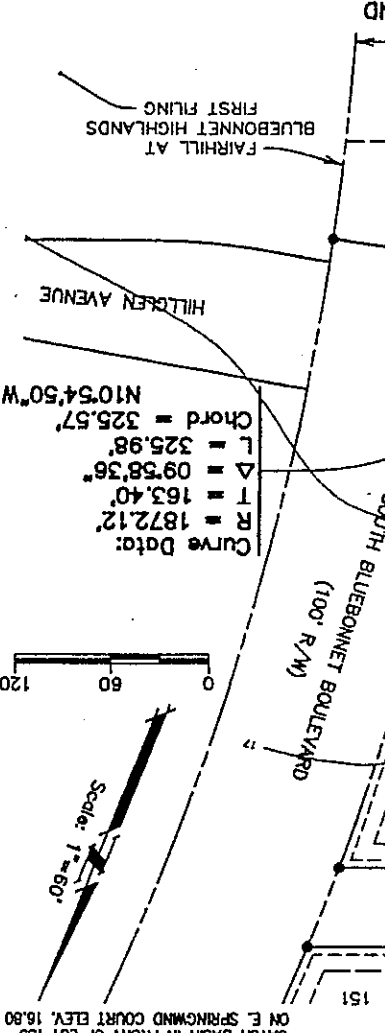
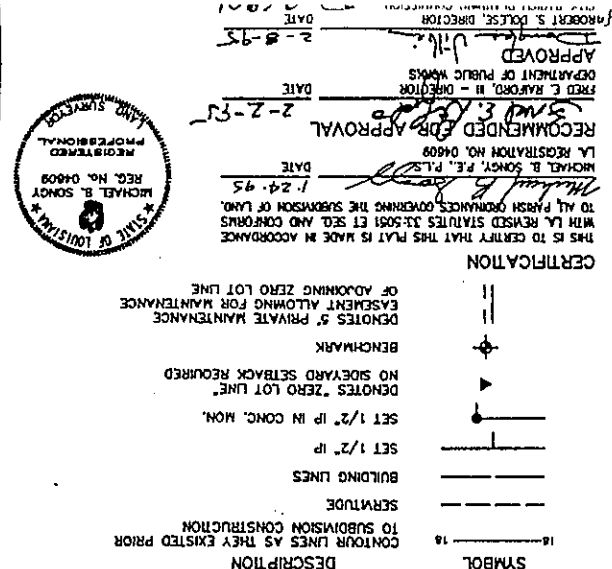
CERTIFICATION
 THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA PARISH ORDINANCES CONCERNING THE SUBDIVISION OF LAND. MICHAEL B. SONGY, P.L.S., IS THE SURVEYOR OF RECORD.
 DATE: 2-2-95

RECOMMENDED FOR APPROVAL
FRÉDÉRIC RAUFORD, II - DIRECTOR
 DEPARTMENT OF PUBLIC WORKS
 DATE: 2-2-95
APPROVED

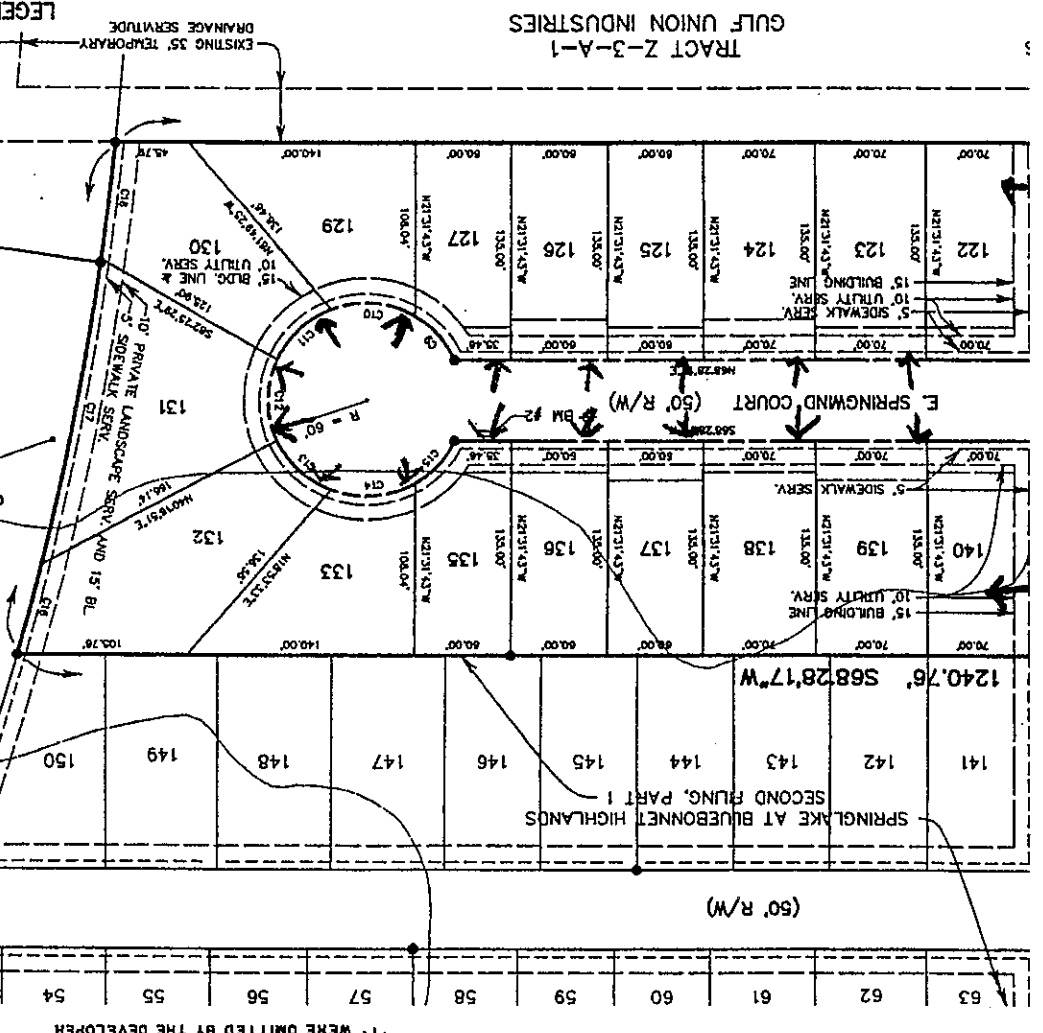
SPRINGLAKE BLUEBONNET HIGHLANDS
 SECOND FILING (PART 2) OF PHASE III
 A RESIDENTIAL SUBDIVISION

FINAL PLAT
 OF
SPRINGLAKE BLUEBONNET HIGHLANDS
 SECOND FILING (PART 2) OF PHASE III
 A RESIDENTIAL SUBDIVISION

CSRS
CHENEVERT - SONGY - RODI - SODERBERG
 An Engineering/Architectural Corporation
 10725 Poydras Street, Suite 200
 New Orleans, LA 70110
 (504) 581-0000



CERTIFICATION:
 THIS IS TO CERTIFY THAT THE DEVELOPER OF LOTS 121 THROUGH 140, IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 922 THROUGH 924, AS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906. HE IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906, AS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906. HE IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906. HE IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906.



WASTEWATER IMPACT FEE
CERTIFICATION:
 THIS IS TO CERTIFY THAT THE DEVELOPER OF LOTS 121 THROUGH 140, IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 922 THROUGH 924, AS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906. HE IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906. HE IS EXEMPTED FROM WASTEWATER IMPACT FEES BY SECTION 1906.

LOTS	SQ. FT.	AGRES
121-140	8460.00	0.217
121	7423.00	0.170
122	7599.66	0.177
123	7898.86	0.177
124	8272.75	0.227
125	10238.86	0.237
126	14178.82	0.320
127	13622.00	0.313
128	9654.28	0.226
129	7898.86	0.177
130	8272.75	0.227
131	8272.75	0.227
132	10238.86	0.237
133	7898.86	0.177
134	7423.00	0.170
135-140	8460.00	0.217
141	8272.75	0.227
142	8272.75	0.227
143	8272.75	0.227
144	8272.75	0.227
145	8272.75	0.227
146	8272.75	0.227
147	8272.75	0.227
148	8272.75	0.227
149	8272.75	0.227
150	8272.75	0.227
151	8272.75	0.227

LOT AREA
 LOT AREA
 AGRES

BENCHMARKS
 BM #1 TOP OF BOLT ON N.W. CORNER OF CATCH BASIN IN FRONT OF LOT 94 ON W. SPRINGWIND COURT ELEV. 16.87
 BM #2 TOP OF BOLT ON S.E. CORNER OF CATCH BASIN IN FRONT OF LOT 135 ON E. SPRINGWIND COURT ELEV. 16.80

NOTE:
 IT SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL OWNERSHIP OF EACH INDIVIDUAL LOT TO MAINTAIN THAT PORTION OF SIDEWALK WHICH IS ON OR ADJACENT TO HIS/HER PROPERTY. THE CITY-PARISH SHALL HAVE NO RESPONSIBILITY FOR LIABILITY OR MAINTENANCE OF THE SIDEWALKS.

GRADING INSTRUCTIONS
 AS PART OF THE HOUSE CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE OWNER OR HIS REPRESENTATIVE TO GRADE EACH LOT SO THAT THE STORM DRAINAGE RUNOFF CONTROLS TO THE DRAINAGE MAP ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS
SECOND FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 1st day of Sept, 1994 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, (the "Developer").

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 54 thru 91, inclusive, and Lots 141 thru 165, inclusive, and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape area shown on the final plat of Springlake at Bluebonnet Highlands, Second Filing, by Chenevert, Songy, Rodi, and Soderberg dated August, 1994, recorded at Original 14 Bundle 10539 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 the Springlake at Bluebonnet Highlands Council (the "Council"), to be composed of up to five individuals. The Developer shall appoint three members initially and at the time that sufficient lots have been sold to homeowners (which time shall be determined by Developer in its sole discretion) the Developer shall appoint two additional members who shall be lot owners in the Subdivision. The members shall serve for one year or until their successors are appointed. At the time that the Developer, in its sole discretion, determines that control of the Council shall be turned over to the Bluebonnet Highlands Homeowners Association, Inc., the members appointed by Developer shall resign and the new members shall be appointed by the Board of Directors of the Association. Thereafter, the membership of the Council may be changed, expanded, contracted and otherwise modified as determined 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. The first members of the Council are:

Clark W. Taylor
Debbie A. DeJean
Bahin H. Leonard

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 specifications as to quality of workmanship and materials 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. 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 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.

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. No building, including garages and carports, shall be located nearer to any side lot line than five feet (5'). A maximum building set back line of fifty feet (50') is established for all lots, except lots that are 175' feet 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 (10') feet 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.

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 (6') feet in height along the side lot within no more than 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. 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.

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. 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 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.

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 Blubonnet 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 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 hereinabove 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 Springlake at Blubonnet 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 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 street lights 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 the 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 Springlake, 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 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.

(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 Spring 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. Spring Lake shall not be used by craft powered by internal combustion engines. Fishing in Spring Lake 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 Spring 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 Spring Lake and the common structures. Swimming in Spring Lake 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, 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 such purposes as 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 to 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 waive 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 a 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. 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.

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

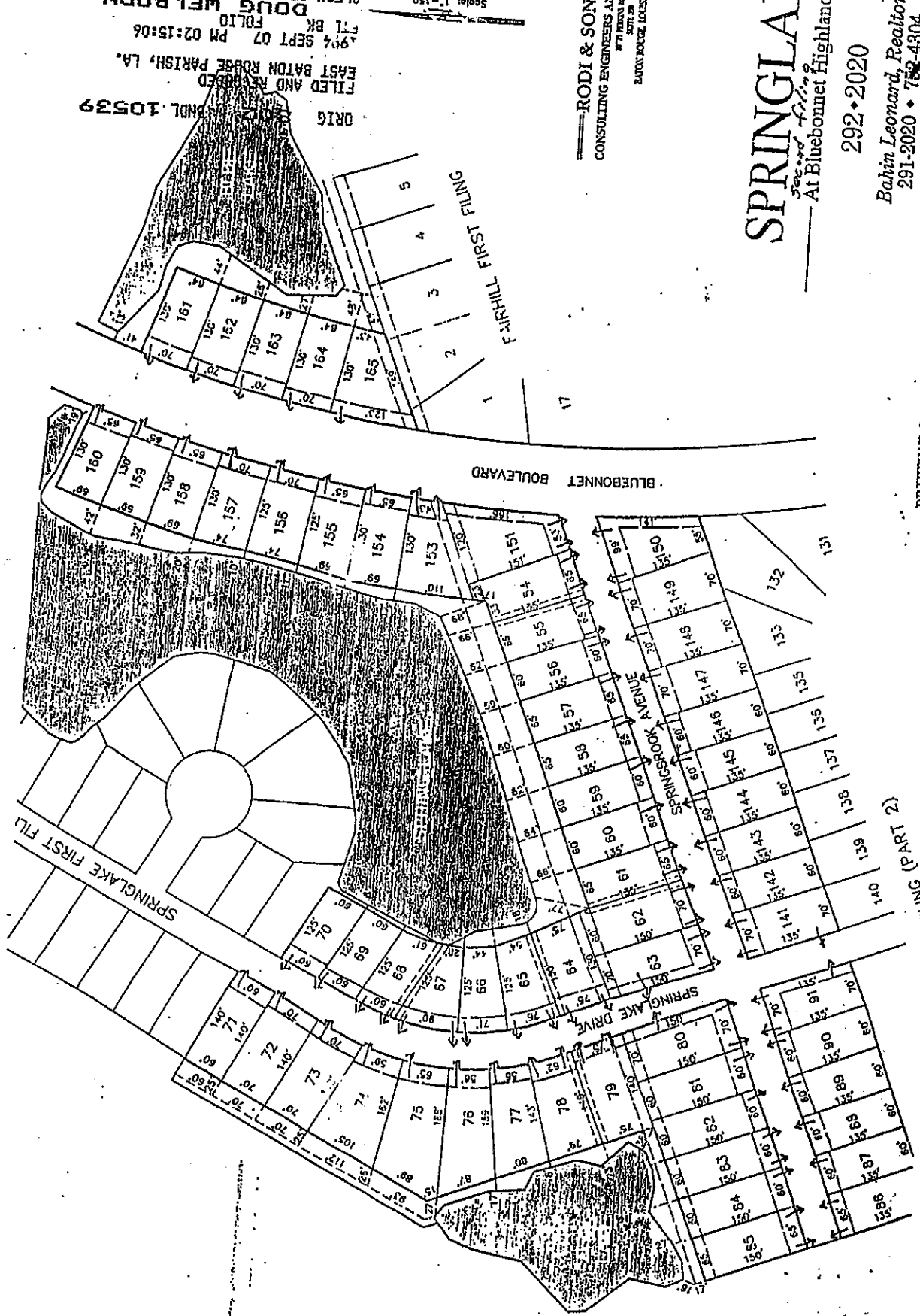
Dellie A. Dejeu

Danya B. Amato

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

BY: [Signature]

[Signature]
NOTARY PUBLIC



ORIG. PLAN. BNDL. 10539

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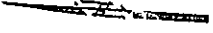
DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

BY

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Scale: 1" = 150'



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SPRINGLAKE
Subdivision
At Bluebonnet Highlands

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