

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BOCAGE LAKE, A RESIDENTIAL SUBDIVISION

BATON ROUGE, LOUISIANA

BOCAGE LAKE, L.L.C.,
DEVELOPER

DATED AS OF _____ , 2002

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BOCAGE LAKE, A RESIDENTIAL SUBDIVISION

On this _____ day of _____, 2002, before the undersigned notary public and in the presence of the undersigned witnesses personally appeared:

BOCAGE LAKE, L.L.C., a Louisiana limited liability company, herein represented by Phillips C. Witter, Manager Member, and Walter Monsour, Co-Managing Member (the **Declarant**),

who made the following declarations.

ARTICLE 1
CREATION OF THE COMMUNITY

1.1 Purpose and Intent. Declarant is the owner of the immovable property described on **Exhibit AA** (the **Initial Filing**) and of the immovable property described on **Exhibit AB** (the **Additional Property**). By this Declaration of Covenants, Conditions, And Restrictions for Bocage Lake, A Residential Subdivision (this **Declaration**), the Declarant intends to create a general plan of development for the planned community known as **Bocage Lake, A Residential Subdivision, First Filing** (**Bocage Lake**) and to provide for future expansion of Bocage Lake to include the Additional Property as Declarant deems appropriate. An integral part of the development plan is the creation of Bocage Lake Property Owners Association, Inc., a Louisiana not-for-profit corporation (the **Association**), an association to be comprised of all owners of residential real property within Bocage Lake, to own, operate and maintain common areas and to administer and enforce this Declaration and the other governing documents referred to in this Declaration. This Declaration does not and is not intended to create a condominium within the meaning of the Louisiana Condominium Act, La. R.S. 9:1121.101 et. seq., as amended.

The term **Declarant** as used throughout this Declaration shall include Bocage Lake, L.L.C. and its successors and assigns. A natural person or any other legal entity (a **Person**) shall be deemed a successor or assign of Declarant only if the Person is specifically designated as a successor or assign of Declarant under this Declaration, in a written act of conveyance or assignment recorded in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana (the **Conveyance Records**), and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in the written act of conveyance or assignment. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

The term **Association** as used throughout this Declaration shall include Bocage Lake Property Owners Association, Inc., and its successors and assigns.

1.2 Imposition upon Initial Filing. Declarant hereby imposes upon the Initial Filing the following covenants, conditions, restrictions, servitudes and other charges set forth in this Declaration.

1.3 Binding Effect. The land in the Initial Filing, and any Additional Property which may become part of Bocage Lake (collectively, the **Properties**), in the future by the filing for record in the Conveyance Records of one or more supplements to this Declaration for such purpose (a **Supplemental Declaration**), shall be held, owned, leased, occupied, conveyed and used subject to the provisions of this Declaration, including without limitation, all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein, which are intended as and are declared to be reciprocal, predial servitudes and real obligations established as a charge on the Initial Filing and each Lot therein and incidental to ownership thereof and are for the benefit of and shall be binding upon the land, the Association, and each one or more Persons who hold record title to a Lot (each, an **Owner**). The term **Owner** excludes in all cases any party holding an interest merely as security for the performance of an obligation. The obligation to honor and abide by the provisions of this Declaration and to pay any assessment pursuant to this Declaration shall also be a personal obligation of each Owner of a Lot in favor of the Owners of every other Lot and of the Association. The term **Lot** as used throughout this Declaration shall mean that land which is a part of the Initial Filing as shown on the Final Plat of the First Filing of Bocage Lake (the **Final Plat**), and that land which is part of the Additional Property and is subsequently subjected to this Declaration by the recording of a Supplemental Declaration, if applicable, whether improved or unimproved, which is intended for development, use and occupancy as a dwelling for a single family residence, including all improvements thereon, if any (individually a **Lot** and collectively, the **Lots**).

1.4 Term. This Declaration shall become effective for a period of fifty (50) years commencing on the date this Declaration is filed for record in the Conveyance Records and shall thereafter shall be automatically extended for ten (10) successive periods of ten (10) years each, unless terminated by an instrument signed by Owners of at least seventy-five percent (75%) of the total number of Lots made subject to this Declaration. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Conveyance Records.

1.5 Disclaimer of Representations. The Declarant makes no representations or warranties whatsoever that any property not now subject to this Declaration will be subjected to the provisions hereof. In addition, if guard service is provided within Bocage Lake, the Declarant makes no representations or warranties that it will be provided during any particular hours or be continued in the future. Nothing contained in this Declaration

and nothing which may be represented to a purchaser of a Lot by real estate brokers or salesmen representing the Declarant or any builder shall be deemed to create any representation or warranty, implied or express, with respect to the security of Person or Property within Bocage Lake.

ARTICLE 2 USE AND CONDUCT

2.1 Framework for Regulation. Declarant has established a general plan of development for the Properties to enhance the Owners= quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the ability of the Reviewing Entity to respond to changes in circumstances, conditions, needs, and desires within the community.

2.2 Owners= Acknowledgment and Notice to Purchasers. All Owners and Occupants are given notice that the use of each Lot is limited by the use restrictions and rules as they may be changed from time to time, in accordance with this Declaration. Each Owner, by acceptance of an act of sale or other means of transfer, acknowledges and agrees that the use and enjoyment and marketability of its Property can be affected by this provision and that the use restrictions and rules may change from time to time.

2.2.1 Architectural Review and Approval. All Owners and Occupants acknowledge that no improvements of any type shall be made on any Lot unless and until the plans for such improvements have been reviewed and approved, all as more specifically provided for in Article 3.

2.2.2 Heightened Scrutiny for Lake Lots. All Owners and Occupants acknowledge that in order to further enhance each and every Owners= quality of life and collective interests, the aesthetics and environment within the Properties, Declarant has included in the general plan of development the area shown on the Final Plat as ATract >D= (Lake)@ (the ALake@), for the benefit of the entire community. The nature of Lots 22 through 24 and Lots 92 through 104 (the ALake Lots@) is such that after the construction of dwelling units and improvements thereon, the side and rear portions of the Lake Lots will still be subject to the view of other Lake Lot Owners and of other Persons in Common Areas near the Lake. Therefore, all Owners and Occupants of Lake Lots are hereby given further notice that due to the nature of the Lake Lots, the plans for improvements upon each Lake Lot that will be visible from the side and rear portions thereof, will be reviewed in accordance with Article 3 with a heightened scrutiny in order to effectively maintain the aesthetics and environment of Bocage Lake for the benefit of all Owners and Occupants.

2.3 Residential Use. Except as specifically provided in this Article 2, Lots shall be used for single family residential purposes only. No Lot or any part thereof shall be used

for a school, church, hospital or other medical facility, assembly hall, group home of any kind, including without limitation, any community home as defined in La. R. S. 28:477, or any other use otherwise permitted under zoning ordinances of the City of Baton Rouge applicable to single-family dwellings.

2.4 Prohibited Activities. The following activities are prohibited upon and within (a) a Lot and (b) each area shown on the Final Plat as a **Common Area**, all improvements thereon (including furnishings and equipment related thereto), and all improved or unimproved real property located within the Properties that Declarant may convey to the Association for the common benefit of the residents of Bocage Lake which is not a Lot (each, a **Common Area**);

2.4.1 Animals. Raising, breeding or keeping of animals, except that a reasonable number of dogs, cats or other usual and common household pets may be permitted in a Lot subject to the additional rules as may be adopted for the Properties or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the Board of Directors of the Association (the **Board**), in its sole discretion, determines to be a nuisance, shall be removed from the Lot upon request of the Board. If the Owner fails to honor the request, the Board may institute legal action to remove the animal;

2.4.2 Antennas. Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind, except: (a) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter; (b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or (c) an antenna that is designed to receive television broadcast signals (collectively, the **Permitted Antennae**); provided, Permitted Antennae shall be erected and installed only in the rear yard of a Lot or mounted on the rear of improvements upon a Lot in accordance with this Declaration; provided further, Permitted Antenna and related equipment and wiring shall be located so as to minimize their visibility from any contiguous Lot and any street adjacent to the front or side of any Lot;

2.4.3 Business. Any business, trade, occupation or profession, except that an Owner, or occupant residing in improvements upon a Lot with the permission of such Lot's Owner (an **Occupant**), may conduct discrete business activities within the improvements, so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, the business activity does not involve regular visitation of Persons to the Lot or door-to-door solicitation of residents of the Properties, and the operation of the business is not illegal. The Board may restrict business activities that it determines to interfere with the enjoyment or residential

purpose of the Properties in its sole and absolute discretion. Leasing of a Lot to be used in conformity with the provisions of this Declaration shall not be considered a business within the meaning of this Subsection. This Subsection shall not apply to any activity conducted by Declarant with respect to the development and sale of the Properties or its use of any Lots which it owns within the Properties. Garage sales, rummage sales, estate sales and similar sales are prohibited, unless specifically authorized by the Reviewing Entity. Notwithstanding anything to the contrary in this Declaration, Declarant and any builder approved by Declarant may utilize a Lot as a show house or model home. Furthermore, Declarant and any approved builder may utilize a Lot as a sales office for homes being constructed within the Properties;

2.4.4 Decorations. Placement of decorations on any Lot; provided, however, that a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Declarant, to require removal of any decorations which it deems to (a) be excessive in number, size or brightness; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring properties;

2.4.5 Temporary Structures. No trailer, storage shed, garage, barn or other structure not designed for initial occupancy shall be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of improvements on a Lot and must be removed within two hundred seventy (270) days of initial placement on the Lot. No residence may be occupied until the improvements on the Lot have been Substantially Completed in accordance with plans approved by the Declarant or Association, as applicable. **Substantially Completed** for purposes of this Subsection 2.4.5 shall be determined by Declarant or the Association, as applicable;

2.4.6 Flags. Flags of any kind placed on a Lot so as to be visible from outside the dwelling on the Lot, except that one (1) country flag not exceeding forty-eight inches by seventy-two inches (48" X 72") in size and one (1) decorative flag not exceeding thirty-six inches by sixty inches (36" X 60") in size may be hung from flagpoles not exceeding seventy-two inches (72") in length and two inches (2") in diameter, which are mounted on the exterior facade of the residence at a location approved pursuant to Article 3 of this Declaration;

2.4.7 Garage or Carport. Conversion of a garage or a carport to a use which precludes its use for parking of the number of vehicles for which it was originally designed, unless another garage or carport, as applicable, is constructed in its place, in accordance with this Declaration;

2.4.8 Motorized Vehicles. Operation of golf carts, motorized minibikes, motorized go-carts, all terrain vehicles and other similar vehicles within the Properties, except as provided by the **Rules For The Use Of Motorized Vehicles**, which rules are

set forth in **Exhibit AC** to this Declaration; provided that nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic, if the vehicles meet the requirements of Louisiana law for operation on public streets at night, and only if permitted by the City of Baton Rouge/Parish of East Baton Rouge;

2.4.9 **Lawn Care.** All Lots, whether improved or not, shall be maintained at all times to prevent overgrowth of weeds, grass and other vegetation, provided that no Lot may be mowed on a Sunday or legal holiday before 8:00 A.M., Baton Rouge, Louisiana time;

2.4.10 **Leasing of Lots.** The regular, exclusive occupancy of a Lot in its entirety by any Person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service gratuity or other emolument (a **Lease** or **Leasing**), may be permitted; however, no rooms or other portions of a Lot may be leased, nor shall any Lot or portion thereof be used for operation of a boarding house, **Bed and Breakfast** establishment, or similar accommodation for transient tenants. Notice and a complete copy of any such Lease or similar agreement, together with any additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the Lease or similar agreement. The Owner must make available to the lessee copies of this Declaration, the By-Laws of the Association (the **By-Laws**), and the rules and regulations, as they may be amended from time to time. Subleasing or assignment of any Lease is prohibited without prior written approval of the Board. If the Owner fails to comply with any of the requirements set forth in this Subsection 2.4.10, the Board shall have the authority to nullify any Lease;

2.4.11 **Nuisance.** Any activity or condition that interferes with the reasonable enjoyment of any part of the Properties or that detracts from the overall appearance of the Properties;

2.4.12 **Occupancy.** Occupancy of a Lot by more than two (2) Persons per bedroom, unless prior approval has been granted by the **Reviewing Entity**. The **Reviewing Entity** shall be Declarant, until Declarant has assigned its reserved rights under this Declaration to the Association, in which event the Reviewing Entity shall be the Association, which may act through the Architectural Review Committee, as provided in Section 3.2 (the **Reviewing Entity**). For purposes of this provision, **Occupancy** shall be defined as staying overnight in improvements constructed upon the Lot for more than thirty (30) days in any six (6) month period.

2.4.13 **Parking.** (a) Parking of vehicles on or in any portion of a Lot other than in or on an area specifically designed for such purpose (a parking space), a garage, a carport or a driveway; (b) Owner or Occupant parking of vehicles on private streets, except

that guests of Owners or Occupants may park on private streets; (c) parking of commercial vehicles, equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed twenty-four (24) hours for loading and unloading; however, these parking restrictions shall not apply to construction vehicles and service vehicles not owned by an Owner while such vehicles are reasonably necessary for providing services to the Lot or to guest parking in accordance with the reasonable regulations as the Reviewing Entity may adopt from time to time;

2.4.14 Signs. No sign, poster, circular, billboard or advertising is permitted upon any Lot or in any Common Area, except as follows: Each Lot may have posted, prior to initial occupancy of a residence, a sign setting forth the name of the Owner, architect and builder of the improvements upon the Lot and, in the case of a Lot owned by Declarant or a builder approved by Declarant, a sign indicating that the Lot is available for sale; provided, that any and all such signs must be approved by the Reviewing entity prior to placement on a Lot and shall be removed at the time of initial occupancy. One (1) sign not exceeding eighteen by twenty-four inches (18" x 24") in size containing endorsements of political candidates or issues may be posted on a Lot for only forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter. One (1) sign not exceeding nine inches by twelve inches (9" X 12") in size may be mounted in a window or on a stake not more than thirty-six inches (36") above the ground to identify the Lot as being equipped with a security system and/or monitored by a security service. Declarant may post Amodel home@ or similar signs on a Lot containing model homes open to the public prior to initial occupancy of the model home. Religious and holiday signs may be displayed in accordance with Subsection 2.5.2;

2.4.15 Subdivision of Properties. No Lot or any part thereof may be subdivided into two (2) or more lots, and no part of the Common Area may be incorporated into a Lot, without the prior written approval of the Reviewing Entity, which approval may be withheld in its sole discretion. An Owner of contiguous Lots may not combine the Lots for development as a single residence without the prior written approval of the Reviewing Entity, which approval may be withheld in its sole discretion;

2.4.16 Timesharing. Operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is absolutely prohibited;

2.4.17 Trash and Building Materials and Equipment. No Lot or Common Area shall be used for dumping of rubbish, trash, garbage or other waste. All equipment for storage or waste disposal shall be kept in a clean and sanitary condition. An Owner shall cause all debris to be removed from the Lot within ten (10) days following Substantial Completion of improvements, including the initial construction of a dwelling. No building materials or equipment may be kept upon any Lot so as to be visible from the Lot or from

outside the dwelling on the Lot, except those to be used in the construction of improvements which have been approved by the Reviewing Entity. A **Substantial Completion** for purposes of this Subsection 2.4.17 shall be determined by Declarant or the Association, as applicable;

2.4.18 Bocage Lake. The Lake shall not be used for swimming, boating, canoeing, rafting, tubing, or similar activities or for operation of manned water craft. The use of such area is restricted to the Owners and Occupants of Lake Lots and their respective licenses, invitees or guests. All costs associated with maintenance, repair, replacement and insurance of the Lake shall be assessed solely against the Owners of the Lake Lots, in accordance with Article 11.

2.4.19 Extension of Richards Drive. No part of the Common Area shall be used for the extension of Richards Drive from its current existing point of termination, as shown on the Final Plat; and

2.4.20 Access to Corporate Boulevard. Direct access to Corporate Boulevard from Lots 1 through 7 (the **Front Lots**) is strictly prohibited. All access from the Front Lots shall be made by way of the private streets shown on the Final Plat.

2.5 Protection of Owners and Others. The Association may not adopt any rule in violation of the following provisions:

2.5.1 Equal Treatment. Similarly situated Owners shall be treated similarly; provided, that the use restrictions and rules may vary from one part of the Properties to another, depending upon housing type.

2.5.2 Signs and Displays. The rights of Owners to display on Lots religious and holiday signs, symbols and decorations of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged; however, the Association may adopt restrictions for the reasonable time, place and manner (including design criteria) of such displays for the purpose of minimizing damage and disturbance to other Owners and Occupants. No rules shall regulate the content of political signs; however, rules may reasonably regulate the time, place and manner (including design criteria) of posting the signs.

2.5.3 Household Composition. No rule shall interfere with the freedom of Owners or Occupants of Lots to determine the composition of their households, except that the Association shall have the power to require that all Occupants be members of a single family or housekeeping unit, and to limit the total number of Occupants permitted within the improvements on a Lot, on the basis of the size and facilities of the Lot and the improvements thereon, and the impact of the number of Occupants on the fair share and reasonable use of the Common Area.

2.5.4 Activities Within Lot. No rule shall interfere with the activities carried on within the confines of structures on Lots, except that the Association may prohibit activities not normally associated with property restricted to residential or home office use, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, that block the views from other Lots, or that create an unreasonable source of annoyance.

2.5.5 Pets and Other Animals. The Association may adopt rules regarding animals designed to minimize damage and disturbance to other Owners and Occupants, including reasonable rules requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Lot, and fair share and reasonable use of the Common Area. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

2.5.6 Allocation of Burdens and Benefits. The initial allocation of financial burdens and rights to the use of Common Area among the various Lots shall not be changed to the detriment of any Owner over that Owner=s objection expressed in writing to the Association. Nothing in this provision, however, shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, fail to pay assessments, or violate this Declaration, the By-Laws or the rules and regulations, as they may be amended from time to time. This provision does not affect the Association=s right to increase the amount of assessments as provided in this Declaration.

2.5.7 Alienation. No rule shall prohibit the transfer of title of any Lot, or require consent of the Association or Board for such transfer. The Association shall not by rule impose any fee on the transfer of title of a Lot greater than an amount based on the costs to the Association of the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

2.5.8 Abridging Existing Rights. If any new rule would otherwise require an Owner to dispose of property which had been maintained (a) in, on or as part of a Lot prior to the effective date of such rule; and (b) in compliance with all rules in force prior to the effective date of such rule, the new rule shall not apply to such Owner without its written consent, unless the rule or rules in question had been in effect at the time the Owner acquired its interest in the Lot.

ARTICLE 3 ARCHITECTURE REVIEW AND APPROVAL

3.1 Plan Review by Declarant. Each Owner, by accepting a deed, act of sale or other transfer of title to a Lot, acknowledges that Declarant, as developer of the Properties and as an Owner of portions of the Properties, has a substantial interest in ensuring that the improvements within the Properties enhance Declarant=s reputation as a community developer and do not impair Declarant=s ability to market its property. Declarant expressly reserves all rights of architectural review and control over all Lots, unless and until Declarant has assigned in writing its reserved rights to the Association, to be exercised by the Architectural Review Committee, which shall be appointed by the Board (the **ARC**), established pursuant to this Article, and Declarant has recorded an instrument in the Conveyance Records evidencing the assignment of its reserved rights. The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the Conveyance Records.

3.2 No Work Without Approval. Each Owner agrees that no work or improvements of any type, including, but not limited to, staking, clearing, excavation, grading, planting, and other site work or removal of landscaping materials, shall be constructed, commenced, erected, placed, or installed on any Lot, and no substantial addition, change or alteration shall be made on any Lot, unless and until the Reviewing Entity has reviewed the plans required to be submitted and has given its prior written approval for the work, which approval may be granted or withheld in it=s sole discretion. In reviewing and acting upon any request for approval, the Reviewing Entity shall be acting in its own interest and shall owe no duty to any other Person. This Article may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration. Notwithstanding the forgoing, after the Reviewing Entity has reviewed the plans required to be submitted and has given its prior written approval for the work, minor additions, changes or alterations and ordinary maintenance shall not require the approval of the Reviewing Entity.

3.3 Architectural Review Committee. Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to the ARC. So long as Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to the matters as are specifically delegated to it by Declarant. Unless and until the time Declarant delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters. After the Declarant has delegated architectural review rights to the Association, the jurisdiction so delegated in accordance with this Article shall be exercised by the Association through the ARC. Upon expiration or termination of the rights of Declarant under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Association and the ARC shall act in the interest of the Association membership.

3.4 Composition of ARC. The ARC shall consist of at least three (3), but not more than five (5), Persons who shall serve and may be removed and replaced in the Board=s discretion. The members of the ARC need not be Members of the Association (as defined in Section 5.2) and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of Applications hereunder and may require the fees to be paid prior to review of an Application (as defined in Subsection 3.7.1). The initial fee for the architectural review shall be no more than THREE HUNDRED and NO/100 DOLLARS (\$300.00). In addition, the ARC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any Application and the Association may charge reasonable fees incurred.

3.5 Design Guidelines - General. Declarant hereby establishes the initial design and construction guidelines and review procedures (the **Design Guidelines**) set forth in **Exhibit AD** to this Declaration to provide guidance to Owners regarding matters of particular concern to Declarant. The Design Guidelines shall not be the exclusive basis for decisions hereunder, and compliance with the Design Guidelines shall not guarantee approval of an Application. The Design Guidelines, and any supplemental Design Guidelines, may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another, depending upon the location, type of construction or use, and unique characteristics of the property. Any Design Guidelines shall be subject to amendment from time to time in the sole discretion of the Reviewing Entity. Amendments to the Design Guidelines shall not require modification to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or make the Design Guidelines otherwise more or less restrictive in whole or in part.

3.6 Review Factors. The Reviewing Entity, the Declarant or the Association, as applicable, may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, topography and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements, and the opinion of the Reviewing Entity shall govern.

3.7 Plan Review and Approval Procedure.

3.7.1 Each Owner shall submit an Application for architectural review and approval in such form as may be required by the Reviewing Entity. The Application shall include:

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(a) one (1) complete set of plans and specifications (the **Plans**) prepared by an architect licensed under the laws of the State of Louisiana, or by another Person required by the Reviewing Entity, as the case may be, showing the site layout, height of proposed improvements, materials, floor plans, elevations, colors, garage door and garage specifications, landscaping, drainage, lighting, irrigation and other features of the proposed construction, as required by the Design Guidelines and as otherwise required by the Reviewing Entity;

(b) a complete list of all builders and contractors to be used on the job; and

(c) a nonrefundable fee determined by the Reviewing Entity. The Reviewing Entity may require the submission of additional information as it deems necessary to consider the Application (collectively, the **Application**).

The requirement that Plans be prepared by an architect licensed under the laws of the State of Louisiana, or by another Person required by the Reviewing Entity, may be waived by the Reviewing Entity, in its sole discretion. The Reviewing Entity shall, within thirty (30) days after Substantial Completion of any construction for which approval has been granted, return the Plans to the Owner thereof. **Substantial Completion** for purposes of this Subsection 3.7.1 shall be deemed to occur on the date a permit for occupancy of the Lot is issued by the local governing authority.

3.7.2 The Reviewing Entity shall, within ten (10) business days after receipt of each submission of the entire Application, advise the Person submitting the same, in writing, at an address specified by that Person at the time of submission, of the (a) approval of Plans; (b) approval as noted on Plans; or (c) disapproval of Plans, specifying the segments or features of Plans which are objectionable and suggestions, if any, for the curing of objections. In the case of either (b) or (c) above, the Reviewing Entity shall, within five (5) business days after receipt of each submission of revised Plans, advise the Person submitting the same, in writing, at an address specified by that Person at the time of submission, of the (a) approval of Plans; (b) approval as noted on Plans; or (c) disapproval of Plans, specifying the segments or features of Plans which are objectionable and suggestions, if any, for the curing of objections. In the event the Reviewing Entity fails to advise the submitting Person by written notice within the time set forth above of either the approval or disapproval of Plans, the applicant may give the Reviewing Entity written notice of the failure to respond, stating that unless the Reviewing Entity responds within five (5) business days of receipt of such notice, approval shall be deemed granted. Upon further failure of the Reviewing Entity to so advise, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the ARC. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing pursuant to Section 3.7.6. Notice shall be deemed to have been given at the time the

envelope containing such notice, properly addressed, and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of written notice also shall be sufficient and deemed to have been given at the time of delivery.

3.7.3 Within three (3) business days after the ARC has approved an Application, the ARC shall give written notice to Declarant of such action, together with other information as Declarant may require. Within ten (10) days of receipt of such notice, the Declarant may veto any action, in its sole discretion, by written notice to the ARC and the applicant.

3.7.4 If construction does not commence on any work for which approval has been granted within twelve (12) months of approval, the approval shall expire and the Owner must re-submit Plans for reconsideration in accordance with the Design Guidelines, as are then in effect prior to commencing work. All work shall be completed within two (2) years of commencement or such other period as may be specified in the notice of approval (the **Completion Period**), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such work is not Substantially Complete within the Completion Period, Owner shall pay to the Association the sum of TWO HUNDRED and NO/100 DOLLARS (\$200.00) per day for each day which improvements remain uncompleted until the date on which they are Substantially Completed. **Substantially Complete** for purposes of this Subsection 3.7.4 shall be deemed to occur on the date a permit for occupancy of the Lot is issued by the local governing authority.

3.7.5 Not a Penalty. Each Owner acknowledges that the amount of Liquidated Damages set forth in Section 3.7.4 above is not a penalty, but agreed upon compensation and damages. As the exact amount of future actual damages is undeterminable, the amount of Liquidated Damages has been set to avoid litigation and represents a reasonable endeavor on the part of Declarant to estimate fair and reasonable compensation for the damages from failure to comply with the requirements of Section 3.7.4.

3.7.6 Each Owner acknowledges that the Persons reviewing Applications under this Article will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed work until the work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewing Entity may refuse to approve the same or similar proposals in the future. Approval of proposals, Plans, specifications, or drawings for any work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right

to withhold approval as to any similar proposals, Plans, specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

3.7.7 Variances. The Reviewing Entity may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants a variance, as it may determine in its sole discretion. Variances shall be granted only when, in the sole judgment of the Reviewing Entity, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewing Entity from denying a variance in other circumstances.

3.8 Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not impose any duty upon Declarant, the Association, the Board, the ARC, nor any officer, director or committee member of any of the foregoing (collectively, the **Indemnitees**). With respect to the review of Owner plans and Applications (a) the Indemnitees shall not bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or for ensuring that structures on Lots are located so as to avoid impairing views from, or any other negative impact upon, neighboring Lots; (b) no representation is made that all structures and improvements constructed within the Properties are or will be of comparable quality, value, size or design; and (c) the Indemnitees shall not be held liable for soil conditions, drainage problems or other general site work, nor for defects in work done according to approved Plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot. The limitations of liability contained within this Section 3.8 are not applicable to drainage problems caused by subdivision design.

3.9 Enforcement. Any work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Board or the ARC, the Owner whose improvements are nonconforming shall, at such Owner=s sole cost and expense, remove any nonconforming structure or improvement and restore the Property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required by this Article, Declarant or the Association shall have the right, without the posting of bond, to obtain injunctive relief from a court of competent jurisdiction requiring the Owner to remove the violation and restore the Property to substantially the same condition as previously existed. Upon demand, the Owner shall reimburse all costs incurred by Declarant or the Association, including reasonable attorney fees, in exercising its rights under this Article. In addition, Declarant and the Association shall have the authority and standing to pursue all legal and equitable remedies available

to enforce the provisions of this Article and the decisions of the Reviewing Entity made pursuant to this Article.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Maintenance of Lots. Each Owner shall maintain, or cause to be maintained, its Lot and all structures, parking areas, landscaping and other improvements located thereon, in a good and workmanlike manner, consistent with the financial investments made by the other Owners in Bocage Lake and the rules, regulations and guidelines established throughout this Declaration and all associated documents.

4.2 Enforcement. If an Owner fails to properly perform its maintenance responsibility, the Association may perform or cause to be performed such maintenance responsibility and assess all costs incurred by the Association in connection therewith against the Lot and its Owner, in accordance with Section 7.6. The Association shall afford all Owners notice and a reasonable opportunity to cure the problem prior to performance, except when such performance is required due to an emergency situation. The remedies in this Section are in addition to all other available legal remedies.

4.3 Substantial Damage or Destruction. Each Owner further covenants and agrees that in the event of damage to or destruction of improvements or structures on or comprising its Lot, it shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or other Plans and specifications as are approved in accordance with Article 3 of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the community-wide standard. The Owner shall pay all costs which are not covered by insurance proceeds.

ARTICLE 5 THE ASSOCIATION

5.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Declaration and of rules regulating use of the Properties as the Board may adopt from time to time. Upon delegation by Declarant of its authority over architectural matters, pursuant to the provisions of Article 3, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the

Articles of Incorporation of the Association, filed with the Secretary of State for the State of Louisiana, as amended from time to time (the **Articles**), and applicable Louisiana law.

5.2 Membership. Every Owner shall be a member of the Association (a **Member**); however, there shall be only one membership interest per Lot (a **Membership**). Membership shall be appurtenant to and may not be severed from Ownership of a Lot. If the Ownership of a Lot is transferred or otherwise conveyed, the Membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such Membership. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of the Membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 5.3. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of an Owner.

5.3 Voting. There shall be only one (1) vote for each Membership.

5.4 Exercise of Member Rights. The Membership rights and privileges of an Owner who is a natural Person may be exercised by the Owner or the Owner's spouse. The Membership rights and privileges of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by such Owner, in a written instrument provided to the Secretary of the Association. If such instrument is not so provided to the Association prior to the close of balloting, that Membership's vote shall be null. For co-Owners of a Lot, Membership rights and privileges may be exercised by any one of the co-Owners; however, if more than one co-Owner seeks to cast its Membership's vote, the Membership's vote shall be suspended until all respective co-Owners have advised the Secretary of the Association of their Membership's vote, as determined among themselves, in a written instrument signed by all such co-Owners. If such instrument is not so provided to the Association prior to the close of balloting, the Membership's vote shall be null.

ARTICLE 6 ASSOCIATION POWERS AND RESPONSIBILITIES

6.1 Payment of Common Expenses. The Association shall be responsible for the payment of expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserves (the **Common Expenses**), as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles. The Common Expenses shall be determined in accordance with Section 7.2. The term **Common Expenses** shall not include any expenses incurred for initial development, original construction, installation of

infrastructure, original capital improvements or other original construction costs, unless approved by a majority vote of the Membership.

6.2 Acceptance and Control of Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Declarant may convey to the Association improved or unimproved real property located within the Properties described in Exhibits AA@ or AB@. The property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring the property to the Association and in this Declaration. Declarant shall convey the initial Common Area to the Association prior to the conveyance of a Lot to any Person.

6.3 Maintenance of Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration, including portions of any Additional Property as may be included within the Common Area. The Association may maintain other property which it does not own, including, without limitation, publicly owned property and other property dedicated to public use, if the Board determines that its maintenance is necessary or desirable for the benefit of the Members. All costs associated with maintenance, repair and replacement of Common Area shall be a Common Expense.

6.4 Rights of Declarant to Cure. In the event that the Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days= notice and opportunity to cure such failure, cause the maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of the maintenance, with interest thereon, including without limitation, reasonable attorneys= fees.

6.5 Compliance and Enforcement. Failure of any Owner or Occupant to comply with the provisions of this Declaration shall be grounds for an action by the Association, Declarant, or, in the proper case, by any aggrieved Lot Owner, to recover for sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, including without limitation, reasonable attorneys= fees, in addition to those enforcement powers granted to the Association pursuant to this Declaration and the By-Laws. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, reasonable attorneys= fees and court costs.

6.6 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any

such right or privilege. Except as otherwise specifically provided in this Declaration, the Articles or the By-Laws, all rights and powers of the Association may be exercised by the Board without a vote of the Membership of the Association. The Board shall be the body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Louisiana corporate law.

6.7 Indemnification of Officers, Directors and Others. The Association shall indemnify the Indemnitees against all damages and expenses, including attorneys= fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member of the Association, except that the obligation to indemnify shall be limited to those actions as to which liability is limited under this Article and Louisiana law.

6.8 Disclaimer of Liability. The Indemnitees shall not be liable for any mistake of judgment, negligent or otherwise, except for individual willful misfeasance, malfeasance, misconduct or bad faith. The Indemnitees shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that the officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each Indemnitee harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any Indemnitee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers= and directors= liability insurance to fund this obligation, if the insurance is reasonably available.

6.9 Indemnity by Owner. Each Owner shall indemnify and hold harmless the Indemnitees from any loss, damage and expense, including, without limitation, reasonable attorneys= fees, which they may incur as a result of the failure of such Owner, its Occupants, or any contractor, employee or agent of such Owner acting within the scope of its contact, agency or employment, to comply with this Declaration, any Supplemental Declaration or other covenants applicable to the Owner=s Lot, the Design Guidelines, By-Laws and rules of the Association.

6.10 Security Issues. The Association may, but shall not be obligated to, maintain or support activities within the Properties to enhance the safety of the Properties. Neither the Association, Declarant, nor any successor or assign of Declarant, shall in any way be considered insurers or guarantors of security or safety within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and

covenants to inform its Occupants and tenants, if any, that the Association, the Board, Declarant, and any successor or assign of Declarant are not insurers or guarantors and that each Person using the Properties assumes all risk for loss or damage to Persons, to Lots and to the contents and improvements of Lots resulting from acts of third parties.

6.11 Provision of Services to Service Areas. Portions of the Properties may be designated as Service Areas for the purpose of receiving from the Association a higher level of service, special services or other benefits not provided to all Lots within the Properties (the Service Areas). Service Areas may be designated by Declarant in this Declaration or through any Supplemental Declaration, and shall be established by the Board upon petition of the Owners of one hundred percent (100%) of the property to be included in the proposed Service Area. A Lot may be included in multiple Service Areas established for different purposes. The cost of any special services or benefits which the Association provides to a Service Area shall be assessed against the Lots within the Service Area as a Service Area Assessment (a Service Area Assessment), in accordance with Section 7.7. Any Service Area established by the Board upon petition of the Owners within the Service Area may be dissolved or its boundary lines changed upon written consent of the Owners of at least seventy-five percent (75%) of the Lots within the Service Area. Any Service Area established by Supplemental Declaration may be dissolved or its boundary lines changed in accordance with the provisions of the Supplemental Declaration, or in the absence of such provisions, in accordance with the terms of this Section.

6.12 Provision of Services to All Lots. The Association, acting through the Board, may from time to time contract for various services which the Board deems necessary, appropriate or desirable, including, but not be limited to, refuse removal, insect control, security and basic access to cable television. The cost of any services made available to all Lots within the Properties shall be included in the Common Expense to be assessed and collected as part of the Base Assessment against each Lot pursuant to Article 7.

ARTICLE 7 ASSOCIATION FINANCES

7.1 Pre-Association Finances. Until the earlier of the Board's approval of a budget covering the estimated Common Expenses for the coming year and to fund reserves (the Budget), or Declarant's transfer of its reserved rights under this Declaration to the Association, Declarant shall have the sole authority to establish and collect the annual assessments against all Lots pursuant to this Declaration. Thereafter, the following shall apply:

7.2 Budgeting and Allocating Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board shall approve the Budget for the coming year.

7.3 Base Assessment. The Association is hereby authorized to levy assessments equally against all Lots subject to assessment in order to fund the Common Expense (the **Base Assessment**). The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expense, including reserves. In determining the total funds to be generated through Base Assessment, the Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Lots subject to assessment under Section 7.7 on the first (1st) day of the fiscal year for which the Budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during such fiscal year.

7.3.1 Declarant. So long as Declarant has the right to unilaterally annex Additional Property pursuant to Section 8.1, and during any year in which Declarant exercises such right, Declarant may, but shall not be obligated to, reduce the Base Assessment for that fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 7.12), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's sole discretion. Any subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Budget and shall be made known to the Membership. The payment of the subsidy in any year shall under no circumstances obligate Declarant to continue payment of the subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

7.3.2 Notice. The Board shall send a copy of the Budget and notice of the amount of the Base Assessment for the next ensuing year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. The Budget and the Base Assessment shall become effective unless disapproved at a meeting by a vote of at least seventy-five (75%) of the total number of Membership votes. There shall be no obligation to call a meeting for the purpose of considering the Budget and the Base Assessment, except upon the petition of the Members for a special meeting for such purpose, as provided for in the By-Laws, which petition must be presented to the Board within ten (10) days after delivery of the notice of the amount of the Base Assessment. If the proposed Budget is disapproved or the Board fails for any reason to determine the Budget for any year, then the Base Assessment for the immediately preceding year shall continue in effect.

7.4 Budgeting for Reserves. The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets maintained as a Common Expense, the expected life of each asset and the expected repair or replacement cost of each asset. The Board shall set the required annual reserve budget capital contribution in an amount sufficient to permit meeting the projected needs of the Association with respect to those assets over the Budget period. The amount of the reserve budgets shall be shown on the Budget, and included in the annual Base Assessment.

7.5 Special Assessments. In addition to other authorized assessments, the Association may levy any Special Assessment from time to time to cover unbudgeted expenses or expenses in excess of those budgeted (a **Special Assessment**). Except as otherwise specifically provided in this Declaration, any Special Assessment which would exceed twenty percent (20%) of the annual Budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of Owners representing at least two-thirds (2/3) of the total votes allocated to Lots which will be subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.6 Specific Assessments. The Board shall have the power to levy a Specific Assessment against any particular Lot or Lots constituting less than all Lots within the Properties to cover any and all costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or to cover any and all costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, its licenses, invitees or guests (a **Specific Assessment**); provided, that the Board shall give an Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying a Specific Assessment under this Section.

7.7 Authority to Assess Owners. The Association is hereby authorized to levy assessments against each Lot as provided for in this Article and elsewhere in the Declaration and the By-Laws. The obligation to pay assessments shall commence as to each Lot on the first (1st) day of the month following the month in which title to the Lot is transferred to the Owner thereof. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable one-twelfth (1/12) monthly, on the first (1st) day of each month. If any Owner is delinquent in paying any assessment or other charge levied on its Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Notwithstanding the foregoing, the Base Assessment for each **Unimproved** Lot shall not exceed the sum of SIX HUNDRED and NO/100 DOLLARS (\$600.00). For purposes of this Section 7.7, a Lot shall be considered as **Unimproved** until the date on which a permit for occupancy of the Lot is issued by the local governing authority.

7.8 Nature of Obligation. Each Owner, by accepting a deed, act of sale, exchange, donation or other act of transfer, or by entering into a recorded contract of sale or transfer, for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. The obligation to pay all assessments shall

constitute a personal obligation of the Owner and a real obligation against its Lot. All assessments, together with interest from the due date of such assessment at a rate determined by the Association (but not less than ten percent (10%) per annum, subject to the limitations of Louisiana law), reasonable late charges in such amount as is established by resolution of the Board, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 7.11. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the Person who acquires such Lot shall be jointly and severally liable for any assessment and other charge due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority mortgage shall be liable for unpaid assessments which accrued prior to such foreclosure.

7.9 Failure of Board to Act. Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay the Base Assessment and Service Area Assessment on the same basis as during the last year for which an assessment was levied, if any, until a new assessment amount is determined by the Board, at which time the Association may retroactively assess any difference.

7.10 No Exemptions. No Owner may exempt itself from liability for unpaid assessments by reason of non-use of Common Area, abandonment of its Lot or any other means whatsoever. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action the Association or Board might take.

7.11 Certificates of Payment. The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing signed by an officer of the Association or its designated agent, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a processing fee for the issuance of such certificate.

7.12 Option of Declarant. Until Declarant has sold off its Lots in Bocage Lake, Declarant may, but is not obligated to, annually elect, at its sole option, either to pay regular assessments on its unsold Lots, or to pay the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of such fiscal year. Declarant's payments hereunder may be satisfied in the form of cash or by ~~in kind~~ contributions of services or materials, or by

any combination of these. The Association is specifically authorized to enter into subsidy contracts and contracts for kind contribution of services, materials or a combination of services and materials with Declarant.

7.13 Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid (a **Lien**). The Lien shall also secure payment of interest, late charges (subject to the limitations of Louisiana law) and costs of collection (including reasonable attorneys' fees). Such Lien shall be superior to all other liens, except (a) liens for all taxes, bonds, assessments and other levies which by law would be superior; and (b) the lien or charge of any first priority mortgage of record made in good faith and for value. The Lien, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as mortgages on real property are foreclosed under Louisiana law.

7.13.1 The Association may bid for any Lot at a foreclosure sale and acquire, hold, lease, mortgage and/or convey such Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for any unpaid Common Expense attributable to such Lot and all related costs without foreclosing or waiving the Lien securing the same.

7.13.2 The sale or transfer of any Lot shall not affect the assessment Lien or relieve such Lot from the Lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage given in good faith and for value shall extinguish the Lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title following foreclosure of such a mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be a Common Expense, collectible from Owners of all Lots subject to assessment under Section 7.7, including such acquirer, its successors and assigns.

7.13.3 The lien rights created in this Declaration shall be for the benefit of the Association, as to assessments levied on behalf of the Association.

7.14 Exempt Property. The following property shall be exempt from payment of any Base Assessment and Special Assessment: (a) all Common Area and any Additional Property owned by Declarant which may be included in the Common Area pursuant to Section 6.3; and (b) any property dedicated to and accepted by any governmental authority or public utility company.

ARTICLE 8 EXPANSION OF THE COMMUNITY

8.1 Expansion by Declarant. Until the Additional Property has been subjected to this Declaration or seventy-five (75) years after the recording of this Declaration, whichever is earlier, Declarant may unilaterally subject all or any portion of the Additional Property to the provisions of this Declaration or any Supplemental Declaration. Declarant may transfer or assign this right to annex property, provided that the transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require Declarant or any of its successors or assigns to annex or develop any of the Additional Property in any manner whatsoever. Such annexation shall be accomplished by filing a Supplemental Declaration in the Conveyance Records, describing the property to be annexed and specifically subjecting it to terms of this Declaration. A Supplemental Declaration shall not require the consent of any Lot Owners. Any annexation shall be effective upon the filing for record of such Supplemental Declaration, unless otherwise provided therein.

8.2 Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any part of the Initial Filing or Additional Property.

ARTICLE 9 ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration, so long as it has a right to annex Additional Property pursuant to Section 8.1, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided the withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties. The amendment shall not require the consent of any Person other than Declarant, unless the property is Common Area, in which case the consent of the Association shall be required.

9.2 Right to Transfer or Assign Declarant Rights. Any or all of the rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons, provided that such transfer shall neither reduce any obligation nor enlarge a right beyond that of Declarant under this Declaration or the By-Laws. No such transfer shall be effective unless it is memorialized in a written instrument signed, by Declarant and duly recorded in the Conveyance Records. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration, where Declarant does not intend to transfer such right in its entirety, and in such case, it shall not be necessary to record any written assignment, unless necessary to evidence Declarant=s consent to such exercise.

9.3 Right to Use Common Area. Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction or sale

of Lots, including, but not limited to, business offices, signs, model Lots and sales offices. Declarant and its designees shall have servitudes for access to and use of such facilities. Declarant and its designees, during the course of construction on the Properties adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent or nearby property. Upon cessation of such use, the user of such Common Area shall restore it to its condition prior to such use. If Declarant=s use under this Section results in additional costs to the Association, Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant shall also have a right of use and a servitude over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate, in its sole discretion.

9.4 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of the Properties without the prior written consent of Declarant. Any such recordation without Declarant=s consent shall result in such instrument being void and of no force and effect.

9.5 Right to Approve Changes in Community Standards. Notwithstanding any contrary provision of this Declaration, no amendment to, or modification or restatement of this Declaration, any use restrictions or rules, or the Design Guidelines, shall be effective without prior notice to and the written approval of Declarant, so long as Declarant owns any portion of the Initial Filing or Additional Property.

9.6 Exclusive Right to Use the Name of the Development. No Person shall use the term Bocage Lake or any derivative thereof in any printed or promotional material, without Declarant=s prior written consent. However, Owners may use the term Bocage Lake in printed or promotional material solely to specify that particular property is located within Bocage Lake, and the Association shall be entitled to use the word Bocage Lake in its name.

9.7 Amendment and Termination of Rights. This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of the following: (a) the date which is seventy-five (75) years from the date this Declaration has been filed for recording in the Conveyance Records; or (b) the date on which a written instrument is filed by Declarant for record in the Conveyance Records stating that it has surrendered and terminated its reserved rights hereunder.

ARTICLE 10 SERVITUDES

10.1 Servitudes in the Common Area. Every Owner shall have a right and nonexclusive servitude of use, access and enjoyment in and to the Common Area, subject

to: (a) this Declaration, the By-Laws and any other applicable covenants and servitudes; (b) any restrictions or limitations contained in any deed, act of sale or other act of transfer conveying such property to the Association; (c) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to Owners or Occupants of Lots and their guests, and rules limiting the number of guests who may use the Common Area; (d) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration; and (e) the rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area", if any, as more particularly described in Article 11. Any Owner may extend its right of use and enjoyment to its Occupants, the members of its family, lessees and social invitees, subject to reasonable regulation as provided for in this Section 10.1 and Article 2.

10.2 Servitudes for Encroachment. There shall be reciprocal servitudes for encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered on a Lot or the Common Area (in accordance with the terms of this Declaration) to a distance of not more than six inches (6"), as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

10.3 Servitudes for Utilities. There is hereby reserved by and to Declarant, so long as Declarant owns any portion of the Initial Filing or the Additional Property, and there is hereby granted to the Association, and to the respective designees of each (which may include, without limitation, any municipality or public or private utility company), access and maintenance servitudes upon, across, over and under all of the Properties, to the extent necessary for the purpose of replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity and for the purpose of installing and maintaining any of the foregoing on property which they own or on property where servitudes are designated for such purposes on recorded plats of the Properties.

10.3.1 These servitudes shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the use of these servitudes shall promptly be repaired by and at the expense of the Person exercising the servitude. The exercise of these servitudes shall not unreasonably interfere with the use of any Lot and,

except in the case of an emergency entry onto a Lot, shall be made only after notice to the Owner or Occupant.

10.3.2 Declarant specifically grants to the local water supplier, electric company and natural gas supplier servitudes across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, cables, pipes, wires, meters and boxes. However, the exercise of these servitudes shall not extend to permitting entry into the dwelling on any Lot, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant.

10.4 Servitudes for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees, the nonexclusive right and servitude, but not the obligation, to enter upon the lakes, ponds, streams and wetlands located within the Properties to (a) install, keep, maintain and replace pumps, systems and any parts thereof, in order to provide water for the irrigation of any of the Common Area; (b) construct, maintain and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration.

10.4.1 Declarant=s rights and servitudes provided for in this Article shall be transferred to the Association at such time as Declarant shall cease to own any property in the Initial Filing or in the Additional Property, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. Declarant, the Association and the respective designees of each shall have a servitude of access over and across any of the property abutting or containing any portion of any of the lakes, ponds, streams or wetlands, to the extent necessary to exercise their rights under this Article.

10.4.2 There is further reserved herein for the benefit of Declarant, and its designees, and granted to the Association, for itself and its designees, a perpetual, nonexclusive right and servitude of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within fifty feet (50') of lake beds, ponds and streams within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams and wetlands; and (d) enter upon and across such portions of the Properties to the extent reasonably necessary for the purpose of exercising their rights under this Article. All Persons entitled to exercise these servitudes shall use reasonable care in the exercise, and repair any damage resulting from the intentional exercise, of such servitudes. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes or other natural disasters.

10.5 Servitudes to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors-in-title, assigns, licensees and

mortgagees, a perpetual nonexclusive servitude over the Common Area for the purposes of enjoyment, use, access and development of the Properties, whether or not such property is made subject to this Declaration . This servitude includes, but is not limited to, right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with the development of such property. Declarant further agrees that if the servitude is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway serving such property.

10.6 Servitude for Maintenance, Emergency and Enforcement. Declarant, the Association, and their respective designees shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article 6 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, or the rules and regulations, as they may be amended from time to time, which right may be exercised by any member of the Board, the Association, officers, agents, employees and managers of each, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner or Occupant fails or refuses to cure the condition within a reasonable time after requested to do so by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner or Occupant, except by emergency personnel acting in their official capacity.

10.7 Servitude for Use of Private Streets. Declarant hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over the private streets within the Common Area, for: (a) law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; (b) school buses; (c) U.S. Postal Service delivery vehicles and personnel; (d) private delivery or courier services; and (e) vehicles, equipment and personnel providing garbage collection service to the Properties; provided, such servitude shall not authorize any such Persons to enter the Properties except while acting in their official capacities.

10.8 Servitudes for Stormwater Drainage and Retention. Each portion of the Properties is hereby subjected to a nonexclusive servitude to and for the benefit of each other portion of the Properties for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Properties, which servitude shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Lot into such stormwater drainage facilities at such points and in such manner as approved by Declarant,

and for the flow of stormwater runoff over the Properties to such points and from such points through the stormwater drainage facilities into wetlands, ponds or other retention facilities within or outside the Properties. The foregoing servitudes shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Properties by an Owner or by any governmental entity having jurisdiction over the Properties.

ARTICLE 11 EXCLUSIVE COMMON AREA

11.1 Purpose. Certain portions of the Common Area may be designated as **A Exclusive Common Area** and reserved for the exclusive use of Owners of Lots within a particular area. By way of illustration and not limitation, an Exclusive Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular area. Costs associated with maintenance, repair, replacement and insurance of an Exclusive Common Area may be assessed against the Owners of Lots within such Exclusive Common Area, or any portion thereof, at the Board's discretion.

11.2 Designation. Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed, act of sale, or other act of transfer conveying the Exclusive Common Area to the Association or on the plat of survey relating to such Exclusive Common Area.

11.2.1 Designation of the Lake. The Lake is hereby designated as Exclusive Common Area for the exclusive use of Owners and Occupants of the Lake Lots. All costs associated with maintenance, repair, replacement and insurance of the Lake shall be assessed solely against the Owners of the Lake Lots.

ARTICLE 12 PARTY WALLS AND OTHER SHARED STRUCTURES

12.1 General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serve and/or separate any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of Louisiana law regarding party structures and liability for property damage thereto, due to negligence or willful acts or omissions, shall apply.

12.2 Maintenance, Damage and Destruction. All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal portions. However, such contribution will not prejudice the right to call for a larger contribution for the other users under any applicable rule of law regarding liability for negligent or willful acts or omissions.

12.3 Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article shall run with the land and shall pass to such Owner=s successors-in-title.

ARTICLE 13 CHANGES IN COMMON AREAS

13.1 Partition. There shall be no judicial partition of the Common Area.

13.2 Transfer or Dedication of Common Areas. The Association may dedicate portions of the Common Area to the City of Baton Rouge/Parish of East Baton Rouge, Louisiana or to any other local, state or federal governmental or quasi-governmental entity, subject to such approval as may be required by Article 14 of this Declaration.

ARTICLE 14 AMENDMENT OF DECLARATION

14.1 By Declarant. Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to (a) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination which is in conflict therewith; (b) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot, unless the Owner shall consent thereto in writing.

14.2 By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total votes in the Association, including two-thirds (2/3) of the votes held by Members other than Declarant, and the consent of Declarant, so long as Declarant has an option to subject Additional

Property to this Declaration pursuant to Section 8.1. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

14.3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon the date on which they have been filed for record in the Conveyance Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its filing or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

14.3.1 If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between an Owner and a third party will affect the validity of such amendment.

14.3.2 No amendment may, directly or indirectly, remove, revoke or modify the status of, or any right or privilege of Declarant, without the prior written consent of Declarant.

14.4 Exhibits. **Exhibits AA@, AB@, AC@ and AD@**, attached to this Declaration, are incorporated by this reference and amendment to such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration. All other exhibits, if any, are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

ARTICLE 15 MISCELLANEOUS

15.1 Terms. The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Capitalized terms shall have the meaning ascribed to them within this Declaration.

15.2 Headings. The headings in this Declaration have been included solely for reference and will not be considered in the interpretation or construction of this Declaration.

15.3 Remedies. The rights and remedies within this Declaration are not exclusive of any other remedies provided herein or by law.

15.4 Pronouns. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons or object or objects may require.

15.5 Severability. If any provision of this Declaration shall be invalid, inoperative or unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentences, clauses Articles or Sections contained in this Declaration shall not affect the validity of the remaining portions of this Declaration, or any part thereof.

This act has been signed in Baton Rouge, Louisiana, on the date first above written in the presence of the undersigned witnesses and notary public.

Witnesses:

Bocage Lake, L.L.C.

By: _____
Phillips Connell Witter,
Managing Member

By: _____
Walter Monsour,
Co-Managing Member

Notary Public