

*Declaration of Covenants, Conditions, and Restrictions  
Articles of Incorporation of English Turn Property Owners Association, Inc  
By-Laws of English Turn Property Owners Association*

*September 1991*



TABLE OF CONTENTS

<u>INDEX</u>	<u>PAGE #</u>
Declaration of Covenants, Conditions and Restrictions for English Turn Subdivision.....	A
Preamble.....	2
Article I        Definitions.....	3
1.01        Definitions.....	3
Article II        Development.....	8
2.01        Development of Property.....	8
2.02        Development of Additional Property...	8
2.03        Village Home Associations.....	10
2.04        Country Club.....	10
2.05        Interest Subject to Plan of Development.....	11
2.06        Subdivision Plat.....	11
Article III       Property Rights.....	12
3.01        General.....	12
3.02        Owner's Easement of Enjoyment.....	12
3.03        Recreational Facilities.....	14
3.04        Access.....	14
3.05        Easements for Declarant.....	14
3.06        Changes in Boundaries; Additions to Common Areas.....	15
3.07        Easements for Utilities and Public Services.....	15
3.08        Easements for Walks, Trails, Signs, and Perimeter Wall.....	17
3.09        Easements for Association.....	17
3.10        Sales and Construction Offices.....	17
3.11        Easements for Additional Property....	18
3.12        Maintenance Easement.....	18
3.13        Environmental Easement.....	18
3.14        Easements for Country Club Property..	19
3.15        No Partition.....	22
3.16        Burden Upon the Property.....	22
3.17        Nonseverability of Rights.....	22
Article IV        Membership.....	23
4.01        Membership.....	23
Article V        Maintenance.....	24

<u>INDEX</u>	<u>PAGE #</u>	
5.01	Responsibilities of Owners and Village Home Associations.....	24
5.02	Association's Responsibility.....	25
Article VI	Insurance and Casualty Losses.....	28
6.01	Insurance.....	28
6.02	Damage or Destruction to Common Areas	31
6.03	Damage or Destruction to Lots, Dwellings, or Village Home Areas.....	32
Article VII	Condemnation.....	32
7.01	Condemnation of Common Areas.....	32
7.02	Condemnation of Lots, Dwellings, or Village Home Areas.....	34
Article VIII	Administration.....	35
8.01	Common Areas.....	35
8.02	Duties and Powers.....	36
8.03	Agreements.....	36
8.04	Management Agreement.....	37
8.05	Personal Property and Real Property for Common Use.....	37
8.06	Rules and Regulations.....	38
8.07	Indemnification.....	38
Article IX	Assessments.....	39
9.01	Purpose of Assessments.....	39
9.02	Creation of Lien and Personal Obligation of Assessments.....	39
9.03	Computation of Annual Assessments....	40
9.04	Special Assessments.....	42
9.05	Individual Assessments.....	42
9.06	Notice of Meeting and Quorum.....	42
9.07	Liens.....	43
9.08	Effect of Nonpayment; Remedies of the Association.....	43
9.09	Certificate.....	44
9.10	Date of Commencement of Annual Assessments.....	44
9.11	Exemption from Assessments.....	45
Article X	Architectural Standards and Use Restrictions.....	45
10.01	Purpose.....	45

INDEX

PAGE #

10.02	Architectural Standards Committee....	45
10.03	Permitted Improvements; Standards....	46
10.04	Construction of Improvements.....	47
10.05	Architectural Approval.....	48
10.06	Landscaping Approval.....	50
10.07	Approval Not a Guarantee.....	51
10.08	Building Restrictions.....	51
10.09	Service Yards.....	52
10.10	Use of Lots and Dwellings.....	52
10.11	Exterior Appearance.....	53
10.12	Signs.....	53
10.13	Antennas.....	54
10.14	Monitoring Systems.....	54
10.15	Water Wells and Septic Tanks.....	54
10.16	Pets.....	55
10.17	Nuisances.....	55
10.18	Golf Course Areas.....	56
10.19	Motor Vehicles, Trailers, Boats. Etc.	56
10.20	Sales and Construction Activities....	57
10.21	Multiple Ownership.....	57
10.22	Traffic Regulations.....	57
10.23	Repurchase Option.....	58

Article XI Rule Making..... 59

11.01	Rules and Regulations.....	59
11.02	Authority and Enforcement.....	59
11.03	Procedure.....	60

Article XII General Provisions..... 61

12.01	Control by Declarant.....	61
12.02	Amendments by Declarant.....	61
12.03	Amendments by Association.....	63
12.04	Enforcement.....	64
12.05	Duration.....	65
12.06	Interpretation.....	65
12.07	Gender and Grammar.....	66
12.08	Severability.....	66
12.09	Rights of Third Parties.....	66
12.10	Notice of Sale, Lease, or Mortgage...	66
12.11	No Trespass.....	66
12.12	Notices.....	66
12.13	Land Trust.....	67

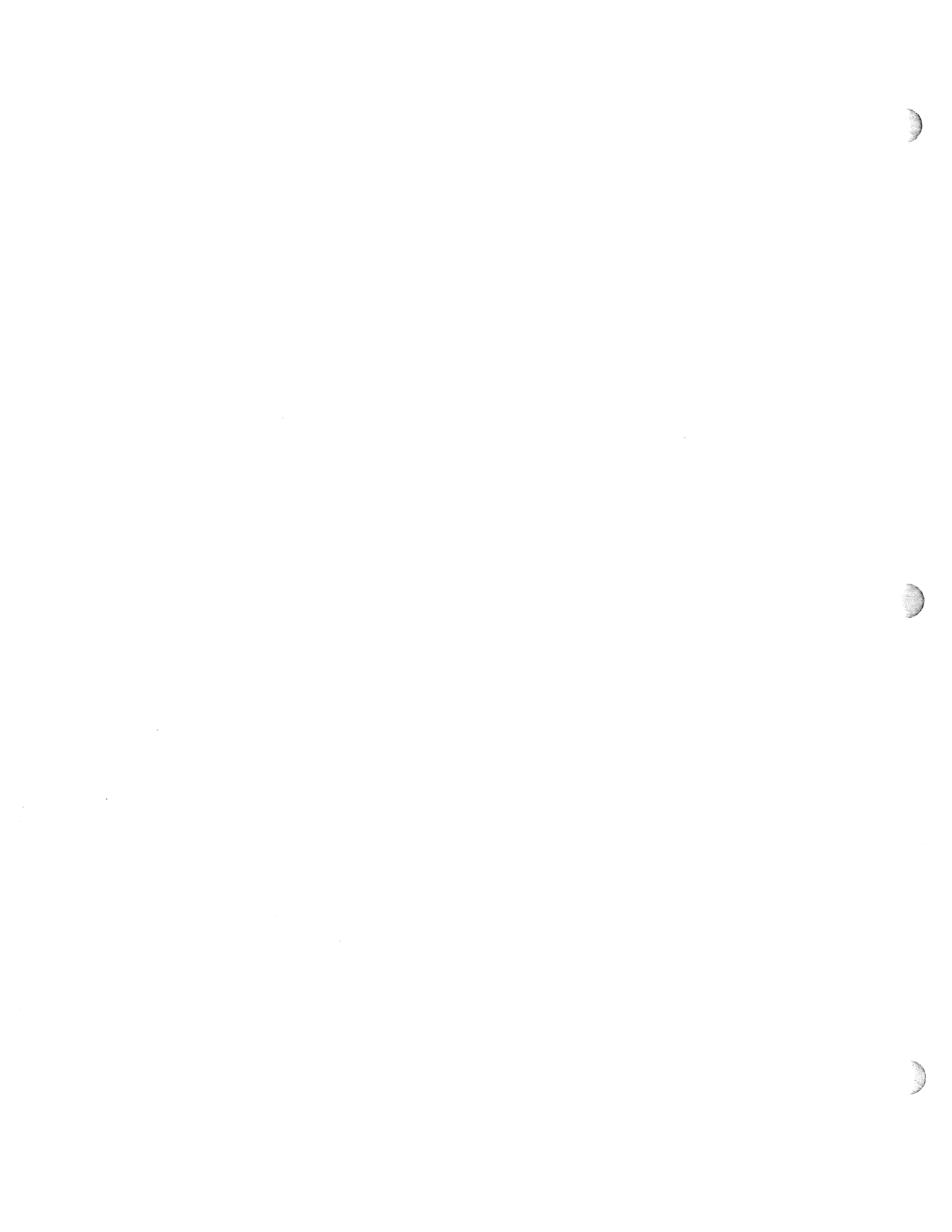
INDEX

PAGE #

Articles of Incorporation of English Turn Property Owners Association, Inc.....	B
By-Laws of English Turn Property Owners Association, Inc.....	C
Article 1 Name, Location, Membership, Applicability.....	1
1.1 Name.....	1
1.2 Registered Office and Agent.....	1
1.3 Applicability.....	1
1.4 Definitions.....	1
Article 2 Membership and Voting Rights.....	2
2.1 Membership.....	2
2.2 Voting Rights.....	3
2.3 Suspension of Voting Rights.....	3
Article 3 Meetings, Quorums, Voting, Proxies...	3
3.1 Place of Meeting.....	3
3.2 Annual Meeting.....	3
3.3 Special Meetings.....	4
3.4 Notice of Meetings.....	4
3.5 Order of Business.....	5
3.6 Quorum.....	5
3.7 Adjourned Meetings.....	5
3.8 Proxy.....	5
3.9 Action Taken by Association.....	6
3.10 Action Taken by Association Without Meetings.....	6
Article 4 Board of Directors, Number, Powers, Meeting.....	6
4.1 Number.....	6
4.2 Powers and Duties.....	6
4.3 Other Duties.....	7
4.4 Preparation of Annual Budget.....	7
4.5 Election of Directors by Declarant and Term of Office.....	8
4.6 Election of Directors by Members and Term of Office.....	8
4.7 Procedure for Election.....	8
4.8 Removal or Resignation.....	9

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR ENGLISH TURN SUBDIVISION

EXHIBIT "A"



DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ENGLISH TURN SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for ENGLISH TURN SUBDIVISION is made as of this 6th day of May, 1988, by ENGLISH TURN JOINT VENTURE, a Louisiana joint venture of which Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation and Classic Properties, a Louisiana partnership, are the co-venturers (Declarant):

W I T N E S S E T H,

That,

WHEREAS, English Turn Joint Venture is the owner of certain real property located in the Fifth District of the City of New Orleans, State of Louisiana, designated as Lots 1-112 both inclusive, and Private Streets, English Turn Subdivision, as more particularly shown and described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to subject such property to the provisions of this Declaration and to have constructed in the English Turn Subdivision, a residential community with ancillary commercial uses, and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this Declaration, English Turn Joint Venture has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, all or any portion of the property described in Exhibit B, attached hereto and incorporated herein by this reference, and such other property as English Turn Joint Venture may acquire from time to time and/or wish to subject to the terms of this Declaration; and

WHEREAS, in connection with the development of the aforesaid residential community, English Turn Joint Venture is developing that certain country club consisting of a golf course, clubhouse, and other recreational facilities and amenities on that certain real property more particularly described in Exhibit C.

NOW, THEREFORE, English Turn Joint Venture hereby declares that all of the property described in Exhibit A and any additional property whether or not now described in Exhibit B as may by subsequent amendment hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and

conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which aforesaid country club is located.

## ARTICLE I

### DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

- (a) "Additional Property" shall mean and refer to the real property described in Exhibit B and all improvements thereon, together with such other additional property and all improvements thereon as Declarant shall acquire from time to time and/or shall desire to subject to the terms of this Declaration and by amendment to Exhibit B hereto recorded in the Office of the Recorder of Conveyances for the Parish of Orleans, include within the property described in Exhibit B.
- (b) "Architectural Standards Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.
- (c) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of English Turn Property Owner's Association, Inc., as amended from time to time.
- (d) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- (e) "Association" shall mean and refer to English Turn Property Owner's Association, Inc., a Louisiana not for profit corporation.

- (f) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (g) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of English Turn Property Owner's Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.
- (h) "Club Owner" shall mean and refer to the owner of the property, and improvements thereon, on which the Country Club is located, and its successors, assigns, and successors-in-title with respect thereto.
- (i) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. Included within the Common Areas are the maintenance areas, roads, streets, parking lots, walkways, sidewalks, lakes, the recreational area, street lighting and signage. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to designate and convey other property to the Association.
- (j) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.
- (k) "Country Club" shall mean and refer to the golf course and related club facilities developed by Club Owner in conjunction with and adjacent to the Development, including the eighteen hole golf course, golf practice area, putting green, golf cart paths, tennis courts, swimming pool, clubhouse, tennis and golf pro shops, locker room facilities, food and beverage facilities and other related facilities. USF&G Nicklaus New Orleans General Partnership owns the Country Club and the Country Club is not part of the Common Areas nor is it governed by the provisions of this Declaration except as specifically provided herein. No Owner or Occupant nor the Association shall have any rights in and to, or obligations with respect to, the Country Club except as expressly and specifically

provided herein.

- (l) "Country Club Property" shall mean and refer to that certain property on which the Country Club is located, being more particularly described on Exhibit C attached hereto and incorporated herein by this reference.
- (m) "Declarant" shall mean and refer to the person who has executed this Declaration, or any successor-in-title to the entire interest of such person with respect to the Property and the Additional Property at the time of such transfer to such successor-in-title, or any party who acquired said person's entire interest with respect to the Property and the Additional Property at the time of such acquisition pursuant to foreclosure of a Mortgage encumbering said person's interest in the Property and the Additional Property.
- (n) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for English Turn and all amendments thereof filed for record in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana.
- (o) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or construed thereon, and any portion of the Additional Property submitted to the provisions hereof pursuant to Section 2.02.
- (p) "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling or as a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.
- (q) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure (dation en paiement).
- (r) "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal

Home Loan Mortgage Corporation.

- (s) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (t) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.
- (u) "Lot" shall mean and refer to any unimproved portion of the Property (a subdivided lot of record) upon which it is intended that a Dwelling shall be constructed. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereof shall collectively be considered to be a Dwelling for purposes of this Declaration.
- (v) "Mortgage", with an initial capital letter, shall mean and refer to a credit sale deed, mortgage, bond for deed sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot, Dwelling, or Village Home Area.
- (w) "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.
- (x) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.
- (y) "Owner", with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, any bond for deed sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. A

bond for deed sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

- (z) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (aa) "Property", with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A, together with all improvements thereon, including the Common Areas, roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and, upon submission to the provisions of this Declaration, the tracts or parcels of lands described in Exhibit B, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.
- (bb) "Record" or "place of record" means to record a document in the Office of the Recorder of Conveyance for Orleans Parish.
- (cc) "Village Home Area" shall mean and refer to any portion of the Property in which common elements or common areas are owned by either the Owners residing in such Village Home Area as undivided owners or by the Village Home Association composed of such Owners.
- (dd) "Village Home Association" shall mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Dwellings within a Village Home Area.
- (ee) "Village Home Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, with respect to any Village Home Area and which creates a condominium or horizontal property regime for such Village Home area or imposes covenants, conditions, easements, and restrictions with respect to such Village Home Area.

## ARTICLE II

### DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 10.10, all Lots and Village Home Areas within the Development shall be and are hereby restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option (as defined in Section 2.02) to submit Additional Property to the terms of this Declaration, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lot or Dwellings owned by Declarant or of the Common Areas, (iii) changes in the boundaries between the Country Club Property and any portion of the Property owned by Declarant (or any of the Additional Property submitted to the terms hereof), (iv) installation and maintenance of any water, sewer, and other utility systems and facilities, and (v) installation of limited access and monitoring services and/or refuse facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

2.02 Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereby to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

- (a) The option may be exercised from time to time during a period of fifteen (15) years from the date of recordation of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

- (b) The legal description of the Additional Property as of the date hereof is set forth on Exhibit B; portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Development and to the terms of this Declaration at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.
- (c) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the boundaries of the Lots, Dwellings, and Village Home Areas, as well as the Common Areas, if any, to be added to the Development in connection therewith.
- (d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.
- (e) The option reserved by Declarant to cause all or any portion of the Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to the Development or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Office of the Recorder of Conveyances for Orleans Parish, Louisiana, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Development by such amendment. Simultaneously therewith, Declarant shall, at its option, convey to the Association the Common Areas, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional property, and any exceptions which would be disclosed by a survey or physical inspection of such parcel(s). Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed a

embracing the real property described in Exhibit A and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements located thereon. If the Additional Property or any portion or portions thereof is added to the Development, then from and after the addition to the Development of the Additional Property or such portion or portions by such amendment to this Declaration, the number of votes in the Association shall be increased by the number of Lots or Dwellings to be located on the Additional Property or such portion or portions thereof as are added so that there shall continue to be one vote in the Association per Lot or Dwelling in the Development, as more fully set forth in Section 4.01 below. In no event shall Declarant be obligated to submit the Additional Property, or any portion thereof, to the provisions of this Declaration or to impose upon the Additional Property, or any portion thereof, any covenants, conditions, or restrictions whatsoever.

2.03 Village Home Associations. It is presently contemplated that there may be established by Declarant, its successors or assigns, Village Home Associations limited to the Owners of Lots or Dwellings within the Village Home Areas located within such portion or portions of the Property designated as a Village Home Area by Declarant in order to promote their social welfare, as well as to provide for the maintenance of Dwellings and/or common areas owned by such Owners and/or such Village Home Associations, provided that such Owners shall also be members of the Association and such Lots and Dwellings shall continue to be subject to the terms of this Declaration. Such Village Home Areas may be subject to Village Home Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby, and such Village Home Associations may levy additional assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such Village Home Areas.

2.04 Country Club. USF&G Nicklaus New Orleans General Partnership, as Club Owner, intends to develop the Country Club, including a golf course and related facilities on the Country Club Property. The Country Club shall be a private club, separate and distinct from the Association and governed by its own rules, regulations, and requirements. The Country Club and the Country Club Property shall not be part of the Common Areas, and neither the Association nor any Owner shall have any right or privilege in and to the Country Club or the amenities contained therein, including the right to enter upon or use the Country Club facilities, except under such conditions and requirements as may be established by the Club Owner from time to time. In the event that the portion of the Country Club Property that is developed for use as a golf

course (except the practice driving range), or any thereof, is not used as a golf course, such portion, or part thereof, shall be maintained as open area; provided that the cost of such maintenance shall be borne by the Association and, at the option of Declarant, conveyed to the Association. Owners, including their families, guests and invitees, are prohibited from using any lakes or lagoons bordering on or adjacent to English Turn Subdivision, for swimming, boating or other recreational purposes.

2.05 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, subject to Declarant's right to add the Additional Property, or any portion or portions thereof, to the Development as hereinabove provided, and to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

2.06 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise, and add to, at any time and from time to time, one or more subdivision plats or resubdivision plats setting forth such information as Declarant may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Village Home Areas, Common Areas, Additional Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements, and set-back line restrictions. The Club Owner shall have the right to record, modify, amend, revise, and add to, at any time and from time to time, a subdivision plat setting forth such information as the Club Owner may deem necessary with regard to the Country Club Property, including without limitation, the location of the golf course.

## ARTICLE III

### PROPERTY RIGHTS

3.01 General. Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including without limitation, the provisions of this Article III. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot, Dwelling or Village Home Area lie partially within and partially outside of the designated boundaries of the Lot, Dwelling, or Village Home Area in question, any portions thereof which serve only such Lot, Dwelling, or Village Home Area shall be deemed to be a part of such Lot, Dwelling, or Village Home Area and any portions thereof which serve more than one Lot, Dwelling, or Village Home Area, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided, and, except as provided in Sections 2.01 and 3.06 hereof, the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Development and of Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a Dwelling site larger than one Lot.

3.02 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

- (a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the services authorized herein, and subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan a mortgage, or other Security instrument mortgaging all or any portion of the Common Areas; provided however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, the Club Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.
- (b) The rights and easements reserved to Declarant in Sections 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.10, 3.11, 3.12 and 3.13, or as otherwise provided for in this Declaration.
- (c) The right of the Association to grant and accept easements as provided in Section 3.07 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to the City of New Orleans, or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.
- (d) The rights and easements reserved in Section 3.09 hereof for the benefit of the Association, its Directors, officers, agents and employees.
- (e) The rights and easements reserved in Section 3.11 hereof for the benefit of the Additional Property.
- (f) The rights and easements reserved to Club Owner with respect to the Country Club in Section 3.14.

- (g) The rights of the holder (and its successors and assigns) of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

3.03 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have the non-exclusive right, privilege, and easement of access to and the use and enjoyment of the recreational area and such other recreational facilities and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his family and guests.

3.04 Access. All owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation (i) to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, and (ii) to require payment of toll charges for use of roads within the Development by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to any Owners or their families, tenants, or guests, or to Declarant or those individuals designated by Declarant pursuant to Section 3.03 above and their families or guests and provided further that as long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the imposition and amount of such tolls shall be subject to Declarant's prior approval.

3.05 Easements for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the

purpose of constructing Dwellings and other improvements in and to the Lots and within Village Home Areas and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress, and egress to the Common Areas and improvements thereof for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas.

3.06 Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots, Dwellings, or Village Home Areas owned by Declarant, and, with the written consent of Club Owner, the Country Club Property, including the realignment of boundaries between adjacent Lots, Dwellings, and/or Village Home Areas owned by Declarant. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, such real property to be conveyed to the Association as an addition to the Common Areas and subject to the title exceptions set forth in Section 2.02 hereof. Furthermore, Declarant reserves for itself, its affiliates, successors and assigns, the right, but shall not have the obligation, to convey by quit-claim deed or otherwise to the Association at any time and from time to time, as an addition to the Common Areas, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.07 Easements for Utilities and Public Services.

- (a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from the City of New Orleans, or any other public authority or agency, public service district, public or private utility, or other person,

upon, over, under and across (i) all or any portion of the Common Areas, (ii) all portions of the Village Home Areas on which improvements are not constructed or erected, and (iii) those portions of all Lots and all Dwellings not located within Village Home Areas as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, monitoring and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, marketability or value of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and/or accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that to the extent practicable, Declarant and/or the Board of Directors shall endeavor to obtain an undertaking from such utility company or other supplier or servicer to take reasonable actions to repair any damage caused by such utility company or other supplier during the exercise of any rights conveyed under any easement granted hereunder.

- (b) Declarant hereby grants to the relevant governmental authority or agency, as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or

appropriate from time to time by such governmental authorities under applicable law.

3.08 Easements for Walks, Trails, Signs, and Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, and across (i) all portions of the Village Home Areas in which Dwellings are not constructed or erected and (ii) those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots and all Dwellings not located within Village Home Areas, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across those strips of land twenty (20) feet in width (or such number of feet as is designated on any recorded plat) located along those boundaries of all Lots and Dwellings and all Village Home Areas that constitute part of the perimeter boundary of the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall or fence.

3.09 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, or Village Home Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, occupant, or Village Home Association of the Lot, Dwelling, or Village Home Area directly affected thereby.

3.10 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices,

and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Village Home Areas, Common Areas, or the Additional property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.11 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to the Additional Property (if said rights are granted by Declarant to such successors, assigns, and successors in-title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within easements serving the Common Areas, (ii) the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots, Dwellings, and Village Home Areas encumbered pursuant to Section 3.07 hereof, of monitoring systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

3.12 Maintenance Easement. Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling or Village Home Area for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.13 Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings and

Village Home Areas for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides. It is further understood that the Declarant, the Association, and their respective assigns, shall have the duty and obligation to maintain those areas that fall within Declarant's wetland mitigation plan submitted to the Army Corps of Engineers in a fashion consistent with such mitigation plan or with any reasonable changes made thereby by Declarant and/or the Army Corps of Engineers. Declarant, the Association, and their assigns shall endeavor to prevent individual Owners from taking any actions that would be detrimental to such mitigation and management plans.

3.14 Easements for Country Club Property. There is hereby reserved for the benefit of Club Owner, its successors, assigns, and successors-in-title with respect to the Country Club Property, the following transferable, alienable, and perpetual rights and easements:

- (a) Utility Easements. The right and easement for the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots, Dwellings, and Village Home Areas encumbered pursuant to Section 3.07 hereof, of monitoring systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines, and the right and easement for the drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereof, such rights to be limited and restricted as set forth in Section 3.07 hereof.
- (b) Ingress and Egress. The right and easement on, over and across all of the roads, streets and sidewalks constructed and maintained as part of the Common Areas for ingress to and egress from the Country Club Property for the benefit of the Club Owner, its agents, employees, contractors and invitees, and all members, guests and other authorized users of the Country Club, together with such other easements and benefits as shall be mutually agreed

upon by Declarant, the Association and the Club Owner.

- (c) Pedestrian and Golf Cart Paths. The right and easement on, over, and across the Common Areas, and such portions of the Lots, Dwellings, and Village Home Areas within ten (10) feet of any boundary line of any Lot for all members, guests and other authorized users of the golf course located on the Country Club Property for the use of pedestrian and golf cart paths located in such portions of the Development and serving the golf course located on the Country Club Property.
- (d) Construction, Maintenance, and Repair. The right and easement on, over, through, under, and across the Common areas and such portions of the Lots, Dwellings, and Village Home Areas as are described in Section 3.14(b) above for the purpose of constructing such improvements on the Country Club Property or such portions of the Development as Club Owner shall desire from time to time and for maintaining, repairing, and replacing such improvements, provided that the only such improvements to be constructed on such portion of the Development shall be pedestrian-and golf cart paths and related directional signage, and provided further Club Owner shall not use such easement so as to unreasonably interrupt or interfere with any Owner's use of the Common Areas and such portions of the Village Home Areas, the Lots, and the Dwellings and shall promptly repair and restore any damage to said Common Areas and such portions of the Village Home Areas, the Lots, and the Dwellings caused by the use of the right and easement granted herein. In addition, there is hereby reserved for the benefit of Club Owner, its agents, employees, successors, and assigns, the right and easement to enter upon any unimproved portions of Lots, Dwellings, or Village Home Areas which are located within thirty (30) feet from the water's edge of any lake, pond, wetland area, or other body of water located on the Country Club Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water and/or wetlands areas, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.
- (e) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the

Common Areas, each Lot, and all unimproved portions of each Dwelling and Village Home Area which are adjacent to the golf course or courses located on the Country Club Property. This reserved right and easement shall permit, but shall not obligate, Club Owner and its agents, employees, successors, and assigns with respect to the Country Club Property, to go upon any such portions of the Common Areas, and such Lot, Dwelling or Village Home Areas to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement shall be limited to the portion of the Common Areas and such Lots, Dwellings, or Village Home Areas within thirty (30) feet of those boundary lines of the Common Areas and such Lots, Dwellings, and Village Home Areas which are adjacent to such Country Club Property or adjacent to lakes, ponds, or other bodies of water abutting the golf course; provided, however, the entire Lot and all unimproved portions of such Dwelling, or Village Home Area shall be subject to such easement until the landscaping plan for such Lot, Dwelling, or Village Home Area has been approved and implemented pursuant to Section 10.06 hereof.

- (f) Entry by Golfers. Each Lot, Dwelling, and Village Home Area and any portion of the Common Areas which are adjacent to the golf course located on the Country Club Property shall be subject to the right and easement on the part of registered golf course players and their caddies to enter upon the unimproved portion of any such Lot, Dwelling, Village Home Area, or Common Area which is within thirty (30) feet of any such golf course to remove a ball, subject to the official rules of the golf course, with such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter on any such Lots, Dwellings, Village Home Areas, or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot, Dwelling, Village Home Area, or the Common Area, or in any way commit a nuisance while on any such portion of the Development.
- (g) Landscaping Plan Approval. In addition to the provisions of Article X hereof, the landscaping plan for any Lots, Dwellings, or Village Home Areas

and the portions of the Common Areas adjacent to any golf course located on the Country Club Property shall, for that portion of such Lot, Dwelling, Village Home Area, or Common Areas which is within thirty (30) feet of any such golf course, be in general conformity with the overall landscaping plan of such golf course, and shall be subject to Club Owner's prior right of approval, which approval shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no fence, wall, shrubbery, building, or other structure will be permitted within said thirty (30) foot portion of those Lots, Dwellings, Village Home Areas, or portions of the Common Areas which are adjacent to such golf course, without the prior written approval of the Architectural Standards Committee and the Club Owner. There is hereby reserved over and across said thirty (30) foot portion of said Lots, Dwellings, Village Home Areas, and the Common Areas the right and easement of light, air, and view for the benefit of the adjacent golf course located on the Country Club Property.

3.15 No Partition. For the maximum period allowed by Louisiana law, there shall be no judicial partition in kind or resubdivision of any Lot in the Development or any part thereof, nor shall any person acquiring any interest in a Lot in the Development or any part thereof seek any such judicial partition in kind or resubdivision unless the Lot has been removed from the provisions of this Declaration.

3.16 Burden Upon The Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of English Turn Property Owner's Association, Inc., whether or not referred to in the Act of Conveyance.

3.17 Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership.

## ARTICLE IV

### MEMBERSHIP

4.01 Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that fee title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling, and further provided that a member casting a vote or holding an office with respect to his Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those owners of such Lot or Dwelling themselves determine and so advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling is equal and each Lot and each Dwelling shall have one Vote. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Development, and each Lot or Dwelling therein shall have one vote. Each Owner, by acceptance of a deed or other conveyance for a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein.

## ARTICLE V

### MAINTENANCE

5.01 Responsibilities of Owners and Village Home Associations. Unless specifically identified herein, or in a Village Home Declaration as being the responsibility of the Association or a Village Home Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling, including the neutral ground or right-of-way area lying between the property line of such Lot or Dwelling and the Private Street, shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided in the appropriate Village Home Declaration, the maintenance and repair of all common areas or common elements located within such Village Home Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Village Home Area) shall be the responsibility of the Village Home Association for such Village Home Area. Each Owner or Village Home Association shall be responsible for maintaining his or its Lot, Dwelling, or Village Home Area, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in section 5.02(b) hereof, each Owner or Village Home Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any items which is the responsibility of each Owner or Village Home Association, but which responsibility such Owner or Village Home Association fails or refuses to discharge. No Owner or Village Home Association shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot or Village Home Area unless such decoration, change, or alteration is first approved, in writing, by the Architectural Standards Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Standards Committee, or the Club Owner, as the case may be, directly affected thereby or benefiting from such easement or hereditament. No Owner or Village Home Association shall use any chemical control substances (e.g. fungicides, pesticides and fertilizers) unless such chemical control substance is on the list of "Approved Use Chemical Control Substance and Fertilizers",

which shall be made available to the Owners through the Association, from time to time.

5.02 Association's Responsibility

- (a) except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements made by Declarant or the Association situated within the Common Areas or at the election of the Association, within easements encumbering Lots, Dwellings, or Village Home Areas pursuant to Sections 3.04 and 3.08 hereof, (ii) such monitoring systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Common Areas and, (iv) all retention areas and facilities constructed by Declarant wherever located, and (v) snow and debris removal from all roads that are part of the Common Areas. The Association, Declarant and the Club Owner shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas or the Country Club Property, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, Declarant, or the Club Owner becoming out of repair. Nor shall the Association or Declarant be liable to any Owner for loss or damage by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply

with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

- (b) In the event that Declarant or the Board of Directors determines that: (i) any Owner or Village Home Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, shall give such Owner or Village Home Association written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Village Home Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Village Home Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within in said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Village Home Association to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such owner or Village Home Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Village Home Association, shall be added to and become a part of the assessments for all Owners

within such Village Home Association and shall become a lien against such Owners' Lot or Dwellings. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

- (c) The Association takes cognizance of the special conditions set forth in paragraph II of the Department of the Army Permit issued to Jack Nicklaus Development Corporation, dated October 30, 1985, pursuant to Section 404 of the Clean Water Act (33 USC 1344), and the mitigative obligations undertaken thereby by said permittee (Jack Nicklaus Development Corporation) relative to the 710 acre Wilderness Park area located in the U.S. Coast Guard (USCG) Lower Algiers Reservation. In order to insure continuing compliance with certain conditions of the said permit, the Association shall be obligated as follows:
  - (i) Within the area developed via implementation of item 1 of paragraph II of said Permit, the Association shall install wood duck nesting boxes at the rate of 1 per acre of water, increased to 2 per acre of water once 60 percent of the original boxes are occupied. Boxes will continue to be added (as 60 percent become successively occupied) until a maximum of 4 per acre (total of approximately 800 boxes) are installed. Boxes shall be constructed to prohibit predation by raccoons, squirrels, and snakes, and, on an annual basis, shall be cleaned, repaired, and restocked with fresh wood shavings after nesting is completed (i.e. after August 1 of the nesting year and before January 15 of the following year). Provisions shall be made to repair, maintain, and replace the boxes, as necessary, for the entire 40 year anticipated project life.
  - (ii) Measures shall be taken to eliminate the entire feral hog population currently inhabiting the Wilderness Park Area. This would improve the carrying capacity of the area for deer, swamp rabbit, squirrel, and other wildlife.
  - (iii) An annual review and evaluation of fish and wildlife resources within the park shall be conducted by professional biologist(s). This

would include population surveys, management recommendations, wood duck nesting success, and general fish and wildlife productivity estimates. A formal evaluation report shall be provided by April 1 of each year to the New Orleans District and FWS.

- (iv) Should one of the above mitigative measures become unattainable after a reasonable effort by the Association to accomplish same, and the U.S. Corps of Engineers requires equivalent mitigation as set forth in paragraph II, part 8 of said Permit, the Association shall be responsible for and obligated to carry out such equivalent mitigation as may be required.
- (d) The Association shall maintain a list of chemical control substances (e.g. fungicides, pesticides and fertilizers), which may be used in the Development. Such list shall be made pursuant to the approval of a staff specialist whose credentials specifically include: Commercial Pesticide Applicator Certification, certified categories to include (i) ornamental and turf and (ii) aquatic pest control. A list of "Approved Use Chemical Control Substances and Fertilizers" promulgated by and subject to regular, periodic and prudent updates by the "Staff Specialist" shall be made available to the Owners from time to time, and the Owners shall be responsible for compliance therewith.
- (e) All obligations undertaken and assumed by the Association pursuant to paragraphs (c) and (d) of this section 5.02 shall be at the Association's cost and expense.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

#### 6.01 Insurance.

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such

coverage to be in an amount-sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage of destruction from any such hazard.

- (b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.
- (c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereinafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereof. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provision hereinafter set forth:
  - (i) All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or best rating possible.
  - (ii) All property insurance policies (naming the Association as insured) shall be for the

benefit of the Owners and their Mortgagees as their interests may appear.

- (iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
- (iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the other insurance clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.
- (v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests and invitees, including, without limitation, the Association's manager.
- (vi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (vii) All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual Owner and shall also name the Declarant and the members of the Architectural Standards Committee as additional insurers.
- (e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling.

The Board of Directors may require all Owners and/or Village Home Associations to carry public liability and property damage insurance with respect to their respective Lots, Dwellings and property owned by a Village Home Association and to furnish copies or certificates thereof to the Association.

6.02 Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association,

and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and slightly condition.

6.03 Damage or Destruction to Lots, Dwellings, or Village Home Areas. In the event of damage or destruction by fire or other casualty to any Lots, Dwellings, or Village Home Areas, and in the further event that either the Owner of such Lot or Dwelling or the Village Home Association responsible for the repair and replacement of such Village Home Area, as the case may be, elects not to repair or rebuild the damaged or destroyed Lot, Dwelling, or Village Home Area, such Owner or Village Home Association making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot, Dwelling, or Village Home area in a clean, orderly, safe, and slightly condition. Should such Owner or Village Home Association elect to repair or rebuild such Lot, Dwelling or other improvements, such Owner or Village Home Association shall repair or rebuild such Lot, Dwelling or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

## ARTICLE VII

### CONDEMNATION

7.01 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) percent of the total vote of the Association (which conveyance may only occur with the approval of Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the expired option to add the Additional Property or any portion thereof to the Development), the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long

as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Standards Committee, and by Declarant, for so long Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, or as a lump sum payment, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.
- (c) If the taking or sale in lieu thereof includes all or any part of a Lot, Dwelling, or Village Home Area and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot, Dwelling, or

Village Home Area taken for their interest in such Lot, Dwelling, or Village Home Area; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors, (ii) the Owners of all Lots, Dwellings, or Village Home Areas wholly or partially taken or sold, together with the Mortgagees for each such Lot, Dwelling, or Village Home Area, and (iii) Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

7.02 Condemnation of Lots, Dwellings, or Village Home Areas.

- (a) In the event that all or any part of a Lot, Dwelling, or Village Home Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling or the Village Home Association responsible for the maintenance and repair of such Lot, Dwelling, or Village Home Area, as the case may be, elects not to restore the remainder of the Lot Dwelling, or Village Home Area, then such Owner of Village Home Association making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot, Dwelling, or Village Home Area and only remaining undamaged improvements thereon in a clean, orderly, safe and slightly condition. In addition, if the size of configuration of such Lot, Dwelling or Village Home Area remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner or Village Home Association shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and slightly condition referred to above, of deeding the remaining portion of the Lot, Dwelling, or Village Home Area to the Association (at no cost to the Association) as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association

or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

- (b) In the event that any part of a Lot, Dwelling, or Village Home Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling or the Village Home Association responsible for the maintenance and repair of such Lot, Dwelling, or Village Home area, as the case may be, elects to restore the remainder of the Lot, Dwelling, or Village Home Area, such Owner or Village Home Association making such election shall restore such remainder of such Lot, Dwelling, or Village Home Area as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## ARTICLE VIII

### ADMINISTRATION

8.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishing and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the provisions of the laws of Louisiana relating to nonprofit corporations, this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration

of ten (10) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the laws of Louisiana relating to nonprofit corporations, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts of inconsistencies between the laws of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the laws of Louisiana, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, providing for the Association, or arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots and Dwellings, to furnish trash collections, water, sewer, and /or monitoring service for the Common Areas and/or the Lots, Dwellings, and Village Home Areas. Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the

Development, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by a person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

8.04 Management Agreement. English Turn Joint Venture or an affiliate shall be employed as the manager of the Association and the Development for such period for time as Declarant has the right to appoint and remove officers and directors of the Association, with the option on the part of English Turn Joint Venture or its affiliate to renew such employment for two (2) successive one year terms from and after the termination of such appointment and removal right. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

8.05 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or

otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The undivided interests of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the members in the Association which is an appurtenance to such Lot of Dwelling.

8.06 Rules and Regulations. As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Village Home Areas, and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

8.07 Indemnification. The Association shall defend, indemnify and hold harmless every officer and director of the Association, and member of the Architectural Standards Committee against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any current or former officer, director or member of the Architectural Standards Committee in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer, director or member of the Architectural Standards Committee. The officers, directors and members of the Architectural Standards Committee shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers and directors may also be members of the Association) and the Association shall defend, indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or member of the Architectural Standards Committee, or former officer, director, or member of the Architectural Standards Committee, may be entitled. The Association may as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

## ARTICLE IX

### ASSESSMENTS

9.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, welfare, common benefit, and enjoyment of the Owners and occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized herein and from time to time by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 9.03 hereof, (b) special assessments, such assessments to be established and collected as provided in Section 9.04 hereof, (c) individual or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate of interest authorized by Louisiana law, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling, subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, who takes title to a Lot or Dwelling through foreclosure or by dation en paiement, or to any purchaser of such lot or Dwelling at such foreclosure sale. Any purchaser of a Lot through a foreclosure sale or by dation en paiement, shall thereafter be a member of the Association and subject to all future assessments. In the event of co-ownership of any Lot or Dwelling, all of such Co-Owners shall be jointly and severally and solidarity liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that unless otherwise provided by the

Board, the annual assessments shall be paid in advance in equal semi-annual installments.

9.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots and Dwellings for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots and Dwellings equally, so that each Lot and Dwelling shall be subject to equal annual assessments. Upon the addition of the Additional Property or any portion thereof to the Development, assessments shall continue to be equal and the Lots and Dwellings being added to the Development shall thenceforth pay assessments which are equal to those imposed upon Lots and Dwellings previously in the Development. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include Common Expenses and assessments related to such additional Lots and Dwellings. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that a minimum vote of fifty one (51%) percent of all the votes of the Association shall be required to disapprove the budget). Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumer, United States City Average, All Items 1982-84=100), or its successor index, over the prior year, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time prove inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees;

- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and monitoring services, if any such services or charges are provided or paid by the Association;
- (iii) the cost of any policies of insurance purchased ~~for~~ the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;
- (iv) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;
- (v) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Development, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (vi) the expenses of the Architectural Standards Committee which are not defrayed by plan review charges;
- (vii) ad valorem real and property taxes assessed and levied against the Common Areas;
- (viii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees;
- (ix) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (x) the establishment and maintenance of a reasonable reserve fund or funds (A) for inspections, maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which

are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

9.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Section 6.02 and 7.01 hereof, any such assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.06 hereof. The Board of Directors may make such special assessment payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots and Dwellings equally as provided with respect to annual assessments.

9.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitee of any Owner shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual assessments provided for in this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

9.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding such reduced quorum requirement at a

subsequent meeting, a minimum vote of fifty-one (51%) percent of all the votes of the Association shall be required to disapprove the Association's budget.

9.07 Liens. All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Dwelling in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to Declarant, or its affiliates, successors, or assigns and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument, and (iii) liens for labor performed or materials furnished as authorized by the Louisiana Private Works Statute. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such Mortgage shall only apply to such assessments which have become due and payable prior to a foreclosure. All other persons acquiring liens, mortgages or other encumbrances on any Lot or Dwelling after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

9.08 Effect of Nonpayment; Remedies of the Association. Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period or more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate authorized by Louisiana law. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an installment of the assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum rate of eighteen (18%) percent per annum, but in no event to exceed the maximum rate authorized by Louisiana law, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder

or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Dwelling vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling and an Owner shall remain personally liable for assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot as Dwelling.

9.09 Certificate. The Treasurer, any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

9.10 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot and Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Annual and special assessments for Lots and Dwellings in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot and Dwelling on the later of (i) the day on which such Lot or Dwelling is conveyed to a person other than Declarant, or (ii) the day of the recording of the amendment to the Declaration so submitting such parcels, and

annual and special assessments for each such Lot and Dwelling shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots or Dwellings which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that Declarant covenants and agrees to pay any annual and special assessments for each Lot and Dwelling owned by Declarant or an affiliate and containing occupied residences. Furthermore, Declarant shall have the option to either pay annual assessments on Lots and Dwellings owned by Declarant or fund any deficit which may exist between assessments and the lesser of (i) the actual operating expenses incurred by the Association, or (ii) the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Association. Upon Declarant no longer having the authority to appoint directors or officers of the Association Declarant shall be obligated only to pay assessments on Lots and Dwellings owned by Declarant.

9.11 Exemption from Assessments. During the period of 5 years, commencing from the date of recordation of this Declaration with the Recorder of Conveyances for the Parish of Orleans, Declarant shall have the right, in its absolute discretion, to exempt any and all builders who purchase one or more Lots for the purpose of building Dwellings for sale, from all or any portion of the Assessments, Annual or Special, authorized by Article IX of this Declaration.

## ARTICLE X

### ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.01 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, Dwellings, Village Home Areas, any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

10.02 Architectural Standards Committee. The Board of Directors shall establish the Architectural Standards Committee which shall consist of up to five (5) (but not less than three (3)) members, all of whom shall be Owners and who

may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members do not have to be Owners. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Standards Committee by the Board shall be subject to the prior approval of Declarant until that date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Architectural Standards Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meeting. The Architectural Standards Committee shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Standards Committee shall constitute the action of the Architectural Standards Committee on any matter before it. The Architectural Standards Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Standards Committee in performing its functions set forth herein. Each member of the Architectural Standards Committee may be paid a stipend or honorarium as from time to time determined by the Board as a Common Expense.

#### 10.03 Permitted Improvements; Standards.

- (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the Architectural Standards Committee in accordance with this Article X, or (iii) improvements which pursuant to this Article X do not require the consent of the Architectural Standards Committee.
- (b) The Architectural Standards Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines and set-back restrictions for front, rear and side yard areas

(the "Standards") governing the construction, location, landscaping and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06 and 10.08 hereof. Any such Standards published by the Architectural Standards Committee shall be binding and enforceable on all Owners with respect to all improvements in the Development requiring the approval of the Architectural Standards Committee.

- (c) No improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwellings and other improvements which are constructed by Declarant and for improvements which pursuant to this Article X do not require the consent of the Architectural Standards Committee) unless and until the Architectural Standards Committee has approved in writing the proposed architect and builder of any such improvements.

#### 10.04 Construction of Improvements.

- (a) No construction of improvements on any Lots, Dwellings, or Village Home Areas shall be undertaken or conducted on Sundays, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury, or damage to persons or property, and (iii) as otherwise permitted by the Architectural Standards Committee.
- (b) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Dwelling is located have been completed, or adequate provisions have been made for the completion of landscaping where the weather conditions prohibit immediate completion, and a certificate of occupancy for such Dwelling has been issued. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Lot, Dwelling, or within any Village Home Area at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling or within any Village Home Area. Construction of all Dwellings shall be completed within one (1) year of the commencement date of said construction. During the continuance of construction by an Owner or a Village Home Association, such Owner or Village Home Association shall require its contractors to maintain the Lot, Dwelling, or

Village Home Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner or Village Home Association, as the case may be, shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, Dwelling, or Village Home Area on which such construction has been completed.

- (c) All buildings, structures or other improvements (excepting sidewalks and driveways) on or with respect to any Lot, Dwelling or Village Home Area shall be located within the setback lines specified in the Standards promulgated by the Architectural Standards Committee, provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such setback lines.

10.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or Village Home Association, other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouse, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Review committee, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot, Dwelling or Village Home Area) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Standards Committee as to the compliance of such plans and specifications with such Standards as may be published by the Committee from time to time, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Standards Committee, and the other copy shall be returned to the Owner or Village Home Association marked "approved", "Approved as Noted", or "Disapproved". The Architectural Standards

Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be for each submission, and the Architectural Standards Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance and a Village Home Association may make interior improvements or alterations within any building or structures which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the Architectural Standards Committee. The Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off and in order to comply with any restrictions imposed from time to time on the Development, or portions thereof, by the applicable governmental authorities, the Architectural Standards Committee shall have the right to establish a maximum percentage of a Lot, Dwelling, or Village Home Area which can be cleared or graded and a maximum percentage of a Lot, Dwelling, or Village Home Area which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Standards Committee, representatives of the Architectural Standards Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, Village Home Area, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Architectural Standards Committee shall determine that such plan and specifications have not been approved or are not being complied with, the Architectural Standards Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Standards Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided that proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall

be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Standards Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner or Village Home Association, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Standards Committee. The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Standards Committee shall be entitled to promulgate standards with respect to such ratios. The landscaping plan for any Lots, Dwellings, or Village Home Areas adjacent to golf courses located on the Country Club Property shall, in addition, be subject to the rights of Club Owner set forth in Section 3.14(f) hereof. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Development shall be placed or permitted to remain on any Lot, Dwelling, or Village Home area where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. No Owner or Village Home Association, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Standards Committee. However, dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Standards Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, Dwelling, or Village Home Area by the Owner of such Lot or Dwelling or the Village Home Association for such Village Home Area, as the case may be. All of the landscaping of Lots and Dwellings must be completed prior to occupancy of the Dwelling, except as provided in 10.04(b). All landscaping within Village Home Areas must be completed in accordance with

a landscaping schedule approved by the Architectural Standards Committee.

10.07 Approval Not a Guarantee. No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specification, or Standards will, if followed, result in properly designed improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good workmanlike manner. Neither Declarant, the Association, nor the Architectural Standards Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions. All Dwellings and other structures shall be construed in compliance with any and all applicable state, parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies. All grading, clearing, construction of impervious surfaces and other construction activity performed on Lots or Dwellings shall be performed in accordance with the standards promulgated by the Architectural Standards Committee. Prior to any such grading, clearing, construction or impervious surfaces, or other construction activity, the Owner of any Lot or Dwelling shall receive the prior written approval of the Architectural Standards Committee. Any Owner that performs any grading, clearing, construction of impervious surfaces, or other construction activity in violation of the above, shall be liable to Declarant for any damages incurred by Declarant arising out of such violation and Declarant hereby expressly reserves the right to sue any such Owner for monetary damages and for specific performance of the above covenants and restrictions. In addition, the Architectural Standards Committee is authorized to promulgate from time to time as part of the standards described in 10.03 (b) hereof additional restrictions applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of living space in each Dwelling. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot, Dwelling, or Village Home Area shall be located other than as permitted by the applicable set-back line restrictions as set forth in the

Standards; provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such set-back line restrictions, including, variances for any Lot or Dwelling located within a Village Home Area, in its sole and absolute discretion. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot, Dwelling and Village Home Area, taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development and the Architectural Standards Committee shall have the authority to determine such locations for Dwellings and structures. In addition, all residential structures constructed on a Lot shall: (i) have a first floor elevation not less than the minimum elevation designated on the official flood plain map published by the Federal Emergency Management Agency for the area in which the Lot is located, or the minimum elevation required by the City of New Orleans, whichever is greater, and (ii) be designed and constructed in compliance with the requirements of any building code related to construction in flood hazard areas, if any are applicable.

10.09 Service Yards. Each Village Home Association and each Owner of a Lot or Dwelling not located within a Village Home Area shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, wood piles, gas and electric meters, and air conditioning equipment shall be located. Vehicles, materials, supplies, and equipment which are stored outside by Owners or Village Home Associations must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Standards Committee in accordance with the terms of this Article X.

10.10 Use of Lots and Dwellings. Except as permitted by Sections 3.10 and 10.20 hereof, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) Dwelling shall be located on any Lot. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Dwelling or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owner's employees, trustees, agents, client, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic. Lease

or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provision of this Section 10.10 to the contrary, Declarant, its successors or assigns, if the right is so transferred by Declarant, shall have the perpetual right to designate in writing to the Association from time to time Dwellings in the Development which may be leased for such period of time as Declarant shall determine, including daily and weekly rentals, and for these Dwellings, Declarant or the Owner shall not be required to supply copies of the leases therefor to the Association.

10.11 Exterior Appearance. No chainlink fences shall be permitted within the Development, except with regard to maintenance areas within the Common Areas and the Country Club Property, tennis courts approved by the Architectural Standards Committee, and those fences erected by Declarant. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. Except for corner Lots and Dwellings within a Village Home Area, no garage door shall face the street on which the Dwelling fronts, unless approved by the Architectural Standards Committee. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

10.12 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Standards Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such

conditions as may be from time to time determined by the Architectural Standards Committee and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 10.12 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

10.13 Antennas. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, Dwelling, or Village Home Area which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, monitoring, cable television, mobile radio, or other similar systems within the Development, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner or Village Home Association may make written application to the Architectural Standards Committee for permission to install a television antenna.

10.14 Monitoring Systems. In the event that either Declarant or the Association shall install a central monitoring system within the Development, with the capability of providing monitoring services to each Dwelling within the Development, then any Owner or Village Home Association shall be entitled to utilize the central monitoring system pursuant to the rules and regulations established therefor; provided, however, nothing contained herein shall be construed to obligate either Declarant or the Association to install such a central monitoring system, and, provided further, in the event of such an installation, neither Declarant nor the Association shall have any responsibility to prevent, and shall not be liable to any Owner or any other Person, for, any loss or losses due to theft, burglary, or damage, or any injury to persons or property caused by persons gaining access to the Development, and each Owner hereby releases Declarant, the Association and their agents from all liability resulting from any of the foregoing acts.

10.15 Water Wells and Septic Tanks. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot, Dwelling, or Village Home Area, except for wells maintained solely for irrigation purposes. All such irrigation wells must

receive the prior written approval of the Architectural Standards Committee.

10.16 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of the Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

10.17 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling, or Village Home Area or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling, or Village Home Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of

the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions no exterior speakers, horns, whistles, bells, or other sound devices, except monitoring and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

10.18 Golf Course Areas. Owners of Lots and Dwellings adjacent to all golf course areas, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of any golf course located on the Country Club Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the golf course, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the fairways, picking up balls, or similar interference with play.

10.19 Motor Vehicles, Trailers, Boats, Etc. Each Owner or Village Home Association shall provide for parking of at least two (2) automobiles in garages, equipped with garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner or Village Home Association. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Board of Directors of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, Dwelling, or Village Home Area or within any portion of the Common Areas (other than areas provided therefore within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit mobile homes,

campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or Village Home Area or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate a portion of the Common Areas as a parking area for boat trailers, motor homes, and similar vehicles.

10.20 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Village Home Areas, Common Areas, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Declarant from time to time, provided that the locations of any construction trailers of any assignees of Declarant's rights under this Section 10.20 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.21 Multiple Ownership. No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs.

10.22 Traffic Regulations. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Louisiana and the City of New Orleans concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it

deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Louisiana and City of New Orleans and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers licensed to operate motor vehicles by the State of Louisiana or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Development. In order to operate a golf cart in the Development, the owners or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Association and the Club Owner. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Development.

10.23 Repurchase Option. Declarant hereby reserves unto itself and its successors and assigns the right and option to purchase any Lot or Dwelling within the Development which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer for such Lot or Dwelling which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of three (3) business days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said three (3) business day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Section 10.23 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot or Dwelling, the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot or Dwelling.

## ARTICLE XI

### RULE MAKING

11.01 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Village Home Areas, and the Common Areas and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous to any wetlands or other areas such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

11.02 Authority and Enforcement. Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of recreational facilities located in the Common Areas, and the Board shall have the power to impose all of any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

11.03 Procedure. Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedures is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
  - (i) The alleged violation;
  - (ii) The action required to abate the violation; and
  - (iii) A time period of not less than ten (10 days) during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
  - (i) The nature of the alleged violation;
  - (ii) The time and place of the hearing, which time shall not be less than ten (10 days) from the giving of the notice;
  - (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
  - (iv) The proposed sanction to be imposed.
- (c) The hearing shall be held in executive session of the Board of Directory pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness

of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

## ARTICLE XII

### GENERAL PROVISIONS

12.01 Control By Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

12.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Recorder of Conveyances for the Parish of Orleans, Louisiana, without the approval of any

Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Dwelling, Village Home Area, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot, Dwelling, or Village Home Area, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. In addition, in the event that such amendment materially alters or changes any rights and easements granted herein to Club Owner or with respect to the Country Club Property, such amendment shall only be valid upon the written consent thereto of the Club Owner.

Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 12.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration-or any other instruments relating to the Development (A) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots, Dwellings, or Village Home Areas subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, Dwelling, or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Dwellings, or other improvements subject to this Declaration .

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option under this Declaration to add the Additional Property or any portion thereof to the Development, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself. Notwithstanding the foregoing to the contrary, with respect to any amendment to this Declaration under this Section 12.03 which affects any of the rights or easements granted herein to the Club Owner or with respect to the Country Club Property, Club Owner shall receive the notice specified in Section 12.03(a) hereof and any such amendment shall only be valid upon the written consent thereto of Club Owner.

12.0 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending

voting rights or rights of use in and to the recreational facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

12.05 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall such longer duration. Upon the expiration of said twenty (20)-year period, this Declaration shall be automatically renewed for successive ten (10)-year periods. The number of ten (10)-year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the

initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

12.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

12.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

12.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners and their Mortgagees as herein provided, and the Club Owner, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant, Mortgagees, and Club Owner as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

12.10 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee or transferee.

12.11 No Trespass. Whenever the Association, Declarant, the architectural Review Committee, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant at the following address:

English Turn Property Owners Association, Inc.  
P. O. Box 740309  
New Orleans, Louisiana 70174-0309

or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. All notices to Club Owner shall be delivered or sent to Club Owner at Declarant's address provided above or to such other address as Club Owner may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. All notices are deemed delivered when delivered by hand or when deposited in the United States Mail.

12.13 Land Trust. In the event title to a Lot or Dwelling is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiaries, then the beneficiaries thereunder shall be considered Owners for all purposes hereunder and they shall be responsible for any obligation created under this Declaration against such Lot or Dwelling. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds of trust property to apply in whole or in part against any such obligation, but the amount hereof shall continue to be a charge or lien upon the Lot or Dwelling notwithstanding any transfers of beneficial interest or in the title to such Lot or Dwelling. By

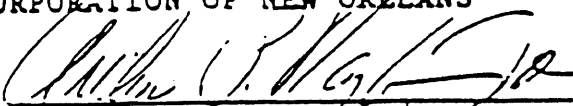
directing said trustee to take title to said Lot or Dwelling, the beneficiaries agree to be bound by the provisions of this Section 12.14.

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, as of the day and year first above written.

DECLARANT:

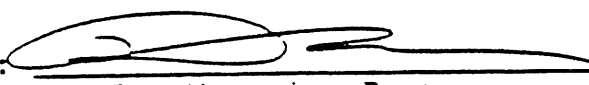
ENGLISH TURN JOINT VENTURE

JACK NICKLAUS DEVELOPMENT  
CORPORATION OF NEW ORLEANS

By:   
Its/ President  
Vice

Attest:   
Title: Secretary

CLASSIC PROPERTIES

By:   
Its Managing Partner

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned, a Notary Public, in and for the Parish and State aforesaid, DO HEREBY CERTIFY that Arthur P. Raymond personally known to me to be the Vice President of the Jack Nicklaus Development Corporation of New Orleans, a Louisiana corporation, and Timothy P. Kenny personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 1988.

  
\_\_\_\_\_  
NOTARY PUBLIC