

UPON RECORDING RETURN TO:

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND SERVITUDES
FOR
E'TAGE GARDENS SUBDIVISION**

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND SERVITUDES
FOR
E'TAGE GARDENS SUBDIVISION**

This Declaration Of Protective Covenants, Conditions, Restrictions, and Servitudes for E'tage Gardens, a residential subdivision ("**Declaration**") made this ____ day of _____, 2013, by E'TAGE GARDENS, LLC a Louisiana limited liability company ("**Developer**").

WHEREAS, Developer owns that certain land located in East Baton Rouge Parish, Louisiana as shown on the "[survey/resub information]" prepared by [surveyor], recorded at COB Instrument No. _____, and attached hereto as **Exhibit "A"** ("**Final Plat**") in the records of the Office and Recorder for the Parish of East Baton Rouge, State of Louisiana ("**Property**");

WHEREAS, Developer desires to provide for the preservation of the value of the Property; and to this end, Developer has consented to subject the Property to the covenants, restrictions, servitudes, affirmative obligations, charges and liens hereinafter set forth ("**Covenants**"), each and all of which are hereby declared to be for the benefit of the Property and every owner of any and all parts thereof;

THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to this Declaration. This Declaration, the benefit of this Declaration, and the affirmative and negative burdens of this Declaration shall touch and concern and run with the Property.

**ARTICLE I
DEFINITIONS**

In this Declaration, the following words have the meaning described to them in this ARTICLE I:

Approved Design Plan means the final set of plans and specifications approved by the Architectural Control Committee for any improvements placed on a Lot in accordance with ARTICLE V.

Architectural Control Committee shall have the meaning set forth in Section 7.03.

Association means the E'tage Gardens Neighborhood Association, Inc., a Louisiana nonprofit corporation.

Common Areas means the areas now or hereafter shown on the Final Plat, or now or hereafter designated or reserved or allocated for the use and benefit of all Owners and their tenants, agents, and invitees by Developer or the Association, as applicable.

Developer means E'tage Gardens, LLC.

Dwelling Unit means that portion of any Improved Lot intended for use, or being used, as a single-family residential dwelling.

Final Plat means the final plat of E'tage Gardens described in the Recitals above.

Grantee shall have the meaning set forth in Section 6.09(e).

Improved Lot means a Lot on which is located a building and/or other structure(s) as to which required approvals for use and occupancy have been obtained.

Lot means any of the numbered and delineated parcels shown on the Final Plat, as the same may be amended from time to time, and any additional Lots added by Developer pursuant to ARTICLE II.

Mortgage means any and all instruments used for the purpose of encumbering immovable property in the Property as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

Mortgagee means the holder of a Mortgage.

Occupant means any Person occupying all or any portion of a Lot or other property located within the Property for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

Owner means the holder of record of fee simple title to any Lot. Notwithstanding any applicable legal theory of any mortgagee, "Owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of any Owner, nor shall the term "Owner" mean or refer to any person holding title merely as security for the payment of a debt. In the event there is of record a deed granting one or more parties a usufruct in any Lot, the Owner of said Lot shall be deemed to be the holder or holders of the usufruct, regardless of who owns the naked ownership.

Permitted Antennas shall have the meaning set forth in Section 4.03

Property means that certain immovable property described in **Exhibit "A"**, attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

Public Records means the records of the Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Rules and Regulations means the Rules and Regulations promulgated by Developer or the Association from time to time, as the same may be amended.

Subdivision shall mean E'tage Gardens, a residential subdivision, as shown on the Final Plat.

Supplementary Declaration means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or servitudes on the land described therein.

Unimproved Lot means any Lot that is not an Improved Lot.

ARTICLE II FUTURE DEVELOPMENT AND ADDITIONS TO THE PROPERTY

Section 2.01 Future Development. Developer, its successors and assigns, may develop other property, without the consent of the Owners. Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots as shown on the Final Plat.

Section 2.02 Unilateral Annexation by Developer. As the owner thereof or, if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege, and option from time to time to subject additional immovable property to the provisions of this Declaration by filing for record in the parish in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a later effective date is provided therein. As long as covenants applicable to the immovable property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Developer may unilaterally amend this Declaration to reflect the different character of any such annexed immovable property. If any land is not subjected to this Declaration, Developer's reserved rights shall not impose any obligation on Developer to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Developer or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2.03 Withdrawal of Property. Developer reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Property then owned by Developer from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

ARTICLE III COVENANTS AND RESTRICTIONS

Section 3.01 Air-Conditioning Units. No window air conditioning units may be installed.

Section 3.02 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any Dwelling Unit subject to the Rules and

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Regulations, provided said pets must be secured by a leash under the control of a responsible person and obedient to that person's command at any time they are permitted outside a Dwelling Unit. Any areas located on a Lot for the maintenance or confinement of pets are subject to prior approval by Developer. The owner of a pet, leashed or unleashed, is responsible for the removal of feces from any Lot not owned by the owner of the pet.

Section 3.03 Antennas. No television antenna, aerials, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision without the prior written consent of Developer, except that (a) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter; (b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals (collectively, "**Permitted Antennas**") shall be permitted only in rear yards or mounted on the rear of Improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any Lot even if such location adversely affects such Permitted Antenna's ability to receive signals. A location of a dish antenna must be designated on the plans for the improvements submitted by an Owner for approval by Developer. Radio, television signals, or any other form of electromagnetic radiation shall not be permitted to originate from any building, Dwelling Unit, Lot or any other portion of the Property which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property. However, the provisions of this Section shall not prohibit Developer from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Subdivision.

Section 3.04 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any Lot. Exterior sculpture, fountains, flags and similar items must be approved under and pursuant to ARTICLE V.

Section 3.05 Bridges, Paths and Walkways. Developer expressly reserves to itself, its successors, assigns, agents, employees, and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, paths, sidewalks, or tunnels across any or all natural or man-made paths, waters, canals, creeks, or lakes in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on Developer to provide or construct any such improvement.

Section 3.06 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 3.07 Decorations; Flags. Placement of decorations shall not be permitted on the exterior portions of any Lot; provided, however, a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or

religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Developer (or the Architectural Control Committee or Association if delegated authority by Developer) to require removal of any such decorations which it deems to (a) be excessive in number, size or brightness, relative to other Lots in the area; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring Lots.

Section 3.08 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer or the Architectural Control Committee as the case may be in accordance with the provisions of ARTICLE V.

Section 3.09 Fences. All fences and similar improvements must be constructed, installed, and maintained in accordance with the Approved Design Plan. Chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed and placed in accordance with the Approved Design Plan. Any fence or garden wall, the design and construction of which has been approved in accordance with the Approved Design Plan, shall be kept neat and attractive and in good repair. All ornamental iron or picket fences shall be painted or otherwise finished in accordance with the Approved Design Plan. All fences shall be maintained so as not to detract from the general appearance of E'tage Gardens.

Section 3.10 Firearms. No hunting by any means or discharge of firearms of any type shall be allowed on the Property.

Section 3.11 Flags. Subject to the provisions of this ARTICLE III, flags of any kind placed on a Lot so as to be visible from outside the Dwelling Unit on the Lot shall not be permitted, except that one country flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior façade of the Dwelling Unit at a location approved by the Architectural Control Committee.

Section 3.12 Garages. All Lots must have a minimum of a two (2) vehicle enclosed garage or carport and must meet the requirements of the Approved Design Plan for the Lot. Garage openings must be constructed in accordance with the Approved Design Plan. Any garages visible from the street must be kept closed when not in use. An Owner may keep a recreational vehicle, camper, motorhome or similar vehicle on his Lot only if such vehicle remains in a garage permitted hereunder with a door opening of no more than ten feet (10') high and meets the guidelines set forth in the Approved Design Plan for such Lot.

Section 3.13 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property in accordance with the Approved Design Plan for such Lot. Trash or garbage cans may not be placed at the curb more than twenty-four (24) hours prior to the next scheduled trash pick up day, and must be removed from the curb by 9:00 p.m. on the day of pick up. All rubbish, trash and garbage shall be

regularly removed and shall not be allowed to accumulate. Burning of trash and accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind is prohibited in E'tage Gardens; provided, however, that storage of building materials, equipment and scrap materials and waste generated in connection with work on a Lot shall be permitted on a Lot during periods of work on such Lot if stored neatly. Nothing in this subparagraph shall be construed as prohibiting Developer or a builder from storing of building materials, equipment and other materials used in connection with the development of E'tage Gardens in the course of its business, if stored neatly.

Section 3.14 Gardens, Play Equipment and Garden Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals, backboard or similar structure or device, swing sets or other play structures) or garden pools shall be erected on any Lot except in accordance with the Approved Design Plan for such Lot. Basketball goals or backboards, if permitted, shall not be mounted directly to the Dwelling Unit, but shall be located on the inside of the driveway in an area close to the Dwelling Unit, painted to match the color of the Dwelling Unit. Backboards, if permitted, shall be clear glass or colored to match the color of the Dwelling Unit. Driveways shall remain as provided during the original construction for access to garages only. Driveways shall not be expanded to accommodate sports or play equipment.

Section 3.15 Home Office/Business Use. If allowed by the applicable zoning and land use ordinances and regulations of the governmental authorities with jurisdiction over the Lots, each Lot may have one (1) home office that is to be located in an Improvement ancillary to the Dwelling Unit, provided that each of the following conditions is met: (a) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the Lot or on any Improvement located on the Lot which in any way advertises or provides notice or reference to the business conducted in the home office; and (b) the business is not otherwise prohibited by the Rules and Regulations. An Owner or occupant residing in a Lot may conduct "discrete business activities" within the Lot so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate this Declaration or the Rules and Regulations. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Developer (or the Association) may restrict any business activities it determines interfere with the enjoyment or residential purpose of the Property in its sole discretion. This restriction shall not apply to any activity conducted by Developer or a builder approved by Developer with respect to its development and sale of the Property or its use of any Lots which it owns.

Section 3.16 Ingress and Egress. The Owner, in accepting title to a Lot conveyed subject to this Declaration, waives all rights of uncontrolled and unlimited ingress and egress to such Lot (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owner and successors in title) and agrees that such ingress and egress to the Owner's Lot may be limited to roadways built or approved by Developer. Developer, its successors, assigns, agents, employees and licensees, expressly reserves a right of

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ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Subdivision to any portion or part of the Subdivision or Property.

Section 3.17 Interference with Servitudes and Drainage. No Improvements other than driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Approved Design Plan and in compliance with the provisions of ARTICLE V and ARTICLE VI.

Section 3.18 Landscaping. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Owners shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels, or road right-of-way. Grass shall not be permitted to grow more than six inches (6") in height. All landscaping of any Lot shall be completed within sixty (60) days from the completion of construction of the improvements. These provisions shall not apply to Developer. All Owners must comply with, and are responsible for the upkeep and costs associated with maintaining his Lot in compliance with the requirements set forth in the Approved Design Plan related to landscaping on any Lot.

Section 3.19 Leasing Restrictions. Dwelling Units may be rented subject to the Rules and Regulations. However, no Dwelling Unit shall be leased by the Owner for a lease term of less than six (6) months, and only one primary family per Dwelling Unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

Section 3.20 Lights. Developer shall be responsible for planning and installing lights along the streets, pathways and other common areas not included in any particular Lot. The number, design and location of all exterior lighting fixtures located on a Lot shall be subject to the approval of Architectural Control Committee as indicated in the Approved Design Plan for the Lot. All lighting should be architecturally integrated with attached structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be approved by the Architectural Control Committee. Security lighting including motion activated flood lights shall at a minimum be located beneath eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. Exterior lights shall be mounted on building surfaces up to a maximum height of twelve feet (12"). All exterior light sources shall be shielded from view by adjoining Lots. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Lot shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent Lot Owner.

Section 3.21 Mailboxes. No mailboxes may be erected or maintained on the Property except mailboxes approved by Developer. The actual cost of providing, erecting and maintaining a mailbox, including Developer approved numbering or lettering, shall be paid by the Owner. Developer reserves the right to designate the location of all mailboxes.

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Section 3.22 Maintenance. No Lot (whether or not any Dwelling Unit or other building has been constructed on the Lot), and no Dwelling Unit or other Improvements which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Dwelling Units and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in both the Approved Design Plan and the Rules and Regulations. Each Owner shall keep neat and maintain in good condition and repair that portion of any street right of way servitude (i.e. that portion of the right of way between the edge of the street curb and the Owner's boundary line) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot. The opinion of the Architectural Control Committee as to the acceptability of such conditions shall be final.

Section 3.23 Mineral and Mining Activity. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within five hundred feet (500') of the surface of any Lot.

Section 3.24 Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such a manner that the sound emitted therefrom may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident.

Section 3.25 Occupancy. In the absence of written approval of the Developer, all Occupants of a Dwelling Unit must comprise a single family unit (meaning one or more persons related by blood, adoption or marriage, or not more than two (2) unrelated persons, living and cooking together as a single housekeeping unit).

Section 3.26 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or any other portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Property. Any Nuisance or immoral, improper, offensive, hazardous or unlawful use or any other activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property is strictly prohibited. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner. Developer (and the Association if delegated such power) shall have the express right, in its sole discretion, to publish Rules and Regulations from time to time to prohibit, regulate or otherwise address activities which violate this Section. Any use of off road motorcycles, four wheelers and other all-terrain vehicles (other than golf carts), as determined by Developer, is prohibited in, on or across the Property. Any violation in the undeveloped areas or unsold lots of Developer will be considered trespassing and subject to prosecution under the statues of the State of Louisiana.

Section 3.27 Parcels. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of Developer. However, Developer hereby expressly reserves to itself, its successors and assigns, the right to re-plat any Lot and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or servitudes, walkways, tunnels, rights of way, and roadways. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous Lots into one (1) Lot with the approval of the Developer. Three (3) contiguous Lots may be divided into two (2) Lots with approval by Developer.

Section 3.28 Parking. Parking of vehicles on any portion of a Lot other than the area in a garage or carport is prohibited. Parking may be permitted on a driveway, but only with the prior consent of the Architectural Control Committee. Notwithstanding the foregoing, parking of vehicles on that portion of any driveway located between the front facade of the residence and the street which the Dwelling Unit faces is prohibited, except temporarily for a period not to exceed seventy-two (72) hours. In addition, no parking shall be permitted on or over street curbs. Parking of commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages is prohibited. Such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Lot on or adjacent to which they are parked. Only vehicles bearing current license and registration tags, as required by state law, may be parked in E'tage Gardens. No vehicle shall be parked so as to create an obstruction to visibility at a street intersection.

Section 3.29 Permitted Uses On Lots. Except as otherwise expressly permitted herein, all Lots shall be used for single family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by Developer or the Architectural Control Committee in accordance with the Approved Design Plan for such Lot. No use shall be made of, nor any actions taken on, any Lot which is in violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

Section 3.30 Porches. Developer reserves the right to promulgate additional Rules and Regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. Without limited the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porches die, they shall be promptly removed and or replaced with living plants.

Section 3.31 Purposes. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each Lot and of technological advances and environmental values. For this reason such standards are not established by this Declaration. In order to implement the purposes of this Declaration, Developer shall have the right to establish

and impose individual guidelines and requirements for the improvements to be constructed on each Lot.

Section 3.32 Recreational Vehicles and Boats. No boat, boat trailer, four wheeler, dirt or street motor cycle or trailer for such, house trailer, horse trailer, trailer, camper, motor home, un-maintained cars, trucks, or any similar items shall be stored on any Lot for a period of time in excess of twenty four (24) hours, unless housed in an enclosed garage. Any such vehicle or recreational equipment parked in violation of this Declaration or of the Rules and Regulations now or hereafter adopted may be towed by Developer, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty four (24) hours. The Developer shall not be liable to the owner of such vehicle or recreational equipment for trespass, or conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.33 Repairs and Hazards. Any building or other improvement on any Lot attached thereto that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of Developer, and the cost of such repairs or removal shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to effect such emergency repairs or removal shall not be deemed a trespass.

Section 3.34 Signs. No signs shall be erected or maintained on the Property or on any Lot at any time by anyone, including without limitation, an Owner, realtor, contractor, or subcontractor, except the following approved signs: (a) one (1) "For Sale" sign; (b) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (c) a sign which has been specifically approved in writing by Developer. Developer reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. This provision shall not apply to Developer.

Section 3.35 Siting. All Dwelling Units, buildings, and other improvements must be located within the setback lines as shown on the Final Plat and in accordance with the Approved Design Plan. All improvements on Lots shall be located so that the maximum view and privacy will be available to each Dwelling Unit, and all improvements on any Lot will be ideally located with regard to the topography of each Lot taking into consideration the location of trees or plants, and other aesthetic and environmental considerations. Developer reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) Developer's decisions are not arbitrary or capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any Dwelling Unit, building, structure or other improvement on any Lot in the Property. The location shall be determined only after reasonable opportunity is afforded to the Owner to recommend a specific site.

Section 3.36 Soliciting. No soliciting will be allowed at any time within E'tage Gardens.

Section 3.37 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of ARTICLE V and in no event shall any above ground swimming pool be permitted. Spas, whirlpools, hot tubs or similar structures may be built and installed as part of an above ground porch or deck as provided in the Approved Design Plan for a Lot.

Section 3.38 Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot unless such tanks are buried underground. Nothing herein shall be deemed to prohibit use or storage upon any Lot of an aboveground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace or a spa or hot tub, so long as any such tank is appropriately stored, used and/or screened, as approved by the Architectural Control Committee, so as not to be visible from a neighboring Lot.

Section 3.39 Temporary Structures. No structure of a temporary character, including without limitation any trailer, tent, shed or shack, shall be located on any Lot at any time either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main Dwelling Unit and approved by the Architectural Control Committee. There shall be no occupancy of any Dwelling Unit until the interior and exterior of the Dwelling Unit is completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by Developer. Any structure that has been brought in on wheels or by other methods, lifted, or air borne is considered temporary. Temporary structures related to the construction of the improvements on a Lot shall be permitted for so long as actual construction on the Lot is being conducted.

Section 3.40 Trespass. Whenever Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any of the Property or on the servitude areas adjacent thereto, entering such property and taking such action shall not be deemed a trespass. Unless authorized by Developer, no one is permitted to enter unsold Lots or undeveloped property of Developer, or any Lot not owned by the trespassing violator, such action is deemed a trespass and Developer is not liable to anyone for an unauthorized entry to the previously described property in this Section.

Section 3.41 Unsightly Conditions. It shall be the responsibility of each Owner and Occupant to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot before, during or after construction. It shall also be the responsibility of each Owner and Occupant to prevent accumulations which shall tend to decrease the beauty of the Property as a whole or the specific area. Each house under construction will be required to use an approved metal garbage collection device to hold all disposable construction materials for dumping until such time as the house is completed and this device is not necessary.

Section 3.42 Utilities. All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground unless Developer specifically approves above ground installation of such lines.

Section 3.43 Vehicles and Other Equipment. None of the following may be kept or stored within E'tage Gardens: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks (h) house trailers, (i) boats, (j) boat trailers, or (k) other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling Unit or other Improvement located upon the Property); provided, however, that campers, motor homes and recreational vehicles may be kept on the Property so long as they are kept within a standard sized garage. No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot or at any location within E'tage Gardens unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed garage with all doors to the garage closed. Changing oil in any vehicle or other equipment on the Property is prohibited.

Section 3.44 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Lot must be white or off-white, except as approved by the Architectural Control Committee.

ARTICLE IV NEIGHBORHOOD ASSOCIATION; ASSESSMENTS

Section 4.01 Creation of Residential Associations. The Association may be organized and created under the provisions of this Declaration and applicable law, and delegated certain rights and responsibilities by Developer from time to time. For example, the Association may be designated by the Developer as the entity responsible for the management, maintenance, operation and control of any Common Areas within the Property, with enforcement of this Declaration, or the promulgation of Rules and Regulations. None of the following provisions shall be effective until the valid creation of the Association and the delegation of such functions and powers by the Developer.

Section 4.02 Function of Association. The Association shall be responsible for management, maintenance, and operation of the Common Areas within the Property, which shall include without limitation the maintenance of such Common Areas in good, clean, attractive and sanitary condition, order and repair, consistent with this Declaration. The Association shall be the primary entity responsible for enforcement of this Declaration and the Rules and Regulations regulating use of the Property as its Board of Directors may adopt. Upon delegation by Developer, the Association shall also be responsible for administering and enforcing the architectural standards and controls through the Architectural Control Committee. The Association shall perform its functions in accordance with this Declaration, its Bylaws, its

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Articles of Incorporation, Louisiana law, rules established by the Architectural Control Committee and the Rules and Regulations. Additionally, the Association may elect to provide certain services to all or certain of the Lots, as may be established in the Bylaws of the Association and at meetings of the Association membership.

Section 4.03 Membership in Associations. Members of the Association shall be all Owners of a Lot. Each Member shall have one (1) vote for each Lot which it owns; provided, there shall be only one (1) vote per Lot, and no votes shall be exercised on account of any Lot which is exempt from assessment hereunder. When more than one (1) Person holds an interest in any Lot, all such persons shall be Members, provided, however, that the vote for such Lot shall be exercised as they determine and advise the Secretary of the Association in writing prior to the close of balloting. In no event shall more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who is authorized to exercise its vote; such entities shall provide such evidence of appointment and authority as its Board may require.

Section 4.04 Developer Votes. Developer shall be entitled to three (3) votes for each Lot it owns in E'tage Gardens, until such time as Developer is no longer a member.

Section 4.05 Acceptance and Control of Association Property. Once formed, the Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Developer and its designees may convey to the Association improved or unimproved real estate located within the Property, personal property, leasehold and other property interests; provided, however, Developer shall not convey any real estate to the Association as Common Area which it knows to contain hazardous substances which would require remediation or create liability for the property owner under state or federal law. Such property so conveyed shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association, not inconsistent with this Declaration.

Section 4.06 Costs. The cost to the Association in performing its obligations hereunder, and in connection with the services provided to the Owners shall be billed to the respective Members as Assessments. If requested by at least ten (10%) percent of the Members, an Association may be called and the offering of any additional service may be repealed by an affirmative vote of two-thirds (2/3) of the Members. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Areas shall be allocated among all Lots as part of the Annual Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

Section 4.07 Compliance and Enforcement. Failure of any Owner or Occupant to comply with the provisions of this Declaration shall be grounds for an action by the Association, or, in the proper case, by any aggrieved Owner, to recover for sums due, for damages or

injunctive relief, or for any other remedy available at law or in equity, including without limitation, reasonable attorneys' fees, in addition to those enforcement powers granted to the Association pursuant to this Declaration, the Articles and the Bylaws. All remedies set forth in this Declaration, the Rules and Regulations, the Articles and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs. In the event that the Association fails to properly perform its maintenance responsibilities hereunder, Developer may, upon not less than ten (10) days' notice and opportunity to cure such failure, cause the maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of the maintenance, with interest thereon, including without limitation, reasonable attorneys' fees.

Section 4.08 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration, its Articles or its Bylaws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, its Articles or the Bylaws, all rights and powers of the Association may be exercised by the Board without a vote of the membership of the Association.

Section 4.09 Authority to Assess Owners. The Developer is hereby authorized to levy assessments against each Lot as provided for in this Section, and the Rules and Regulations. The initial Assessment shall be one hundred twenty-five dollars (\$125) per Lot per month (regardless of whether such Lot has been improved or not), as may be adjusted by Developer from time to time. The obligation to pay Assessments shall commence as to each Lot on the first (1st) day of the month following the month in which title to the Lot is transferred to the Owner thereof. Assessments shall be paid in such manner and on such dates as the Developer may establish. Unless the Developer otherwise provides, the Assessment shall be due and payable in monthly installments, payable on the first (1st) day of each month. If any Owner is delinquent in paying any Assessment or other charge levied on its Lot, the Developer may require any unpaid installments of all outstanding assessments to be paid in full immediately. Assessments shall be a personal obligation of each Owner and may also give right to place a lien on the Lot on which such Assessment is due.

ARTICLE V IMPROVEMENTS

Section 5.01 Building Height. No Dwelling Unit constructed on any Lot shall be wider than as permitted by the Lot size and sideline setbacks, if any, or have a height greater than two habitable stories, but in no event may any structure be more than fifty feet (50') in height. The height of each structure, including all Dwelling Units, within the Property shall be subject to the prior review and approval in writing by Developer and the Architectural Control Committee as set forth in the Approved Design Plan.

Section 5.02 Building Size. All Dwelling Units shall comply with all applicable guidelines and approvals of Developer and the Architectural Control Committee and be designed

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and constructed in an architecturally aesthetic manner in order to carry out the objectives set forth in ARTICLE V of this Declaration. Each Dwelling Unit shall contain a minimum of fifteen hundred (1,500) square feet of enclosed living area.

Section 5.03 Design. In order to promote consistent quality and design, all Improvements constructed in E'tage Gardens shall be designed in an architectural style approved by the Architectural Control Committee and Developer, which styles include but are not limited to Acadian, Low Country, and Craftsman. All Improvements on a Lot must be consistently designed in accordance with this Declaration. Preengineered or panelized homes may not be constructed on a Lot.

Section 5.04 Materials. As part of the architectural review and approval process, Developer and the Architectural Control Committee shall set forth the approved materials to be used in the construction of Improvements as they relate to building walls, building elements, roofs, windows, doors and other building elements. These materials may differ from Lot to Lot, but will be of similar quality and style so that each Lot in the Property has a consistent (but not identical) look and feel.

Section 5.05 Setback and Side Line Requirements. All buildings built on any Lot shall be setback five (5) feet from the front property line and five feet (5') from each side property line. Improvements may be built to 5 feet (5') of the rear property line. All Improvements shall comply with the setback and side lines restrictions as required upon such Lot as set forth in the Final Plat or as required by any governmental rule or regulation. Such setback restrictions shall be a covenant running with the land.

Section 5.06 Drainage and Fill. No Owner shall alter or obstruct the natural drainage on a Lot without the prior written consent of Developer or the Architectural Control Committee.

Section 5.07 Completion of Construction. Dwelling Units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the Owner shall require the contractor to maintain the Lot in a clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, construction material and other debris from the Lot. Any damage to roadways, paths, or any other portion of the Property owned by any person or entity caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner, or by Developer at the Owner's expense.

Section 5.08 Service Yards. Each Owner shall provide a visually landscaped screened area to serve as a service yard and an area in which garbage receptacles, electric meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Section 5.09 Governmental Approval. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 5.10 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners that each Owner shall carry all risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

Section 5.11 Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within sixty (60) days after such damage or destruction or, where repairs cannot be completed within sixty (60) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within sixty (60) days after such damage or destruction.

Section 5.12 Landscaping. The Owner of a Lot shall be responsible for the costs associated with installing and maintaining all landscape materials (including in ground irrigation systems and drainage improvements if applicable) on his Lot in accordance with the Approved Design Plan pertaining thereto, and any requirements imposed by the Architectural Control Committee for the Lot, including costs associated with drainage, irrigation, erosion prevention and planting of natural buffers or barriers along the property lines of a Lot.

ARTICLE VI SERVITUDES

Section 6.01 General. Each Lot shall be subject to those servitudes, if any, shown or set forth on the Final Plat, as amended from time to time, as well as the servitudes now or hereafter established by the Developer in this Declaration or by any other documents recorded in the Office of the Clerk of Court of East Baton Rouge Parish, Louisiana.

Section 6.02 Servitude for Additional Property. Developer hereby reserves for itself and its duly authorized agents, representatives, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive servitude over any additional property which is annexed subject to this Declaration. This servitude includes, but is not limited to, right of ingress and egress for construction of roads and for connecting and installing utilities on such property. Developer agrees that it and its successors or assigns shall be responsible for any damage caused to the property as a result of vehicular traffic connected with development of such property.

Section 6.03 Servitude for Drainage. There is hereby reserved by the Developer a servitude upon, across, above and under all storm water drainage servitude areas as shown on the Final Plat for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Property or any portion thereof. This servitude shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In

addition, there is hereby reserved to the Developer a blanket servitude across all Lots for creating and maintaining satisfactory drainage in the Property; provided, however, such servitude area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surface in the Property. Neither the Developer nor any builder or Owner constructing according to plans and specifications approved under ARTICLE V shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Property.

Section 6.04 Servitude During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Rules and Regulations, and any amendments thereto, Developer reserves a servitude across the Property to maintain and carry on upon such portion of the Property as Developer may reasonably deem necessary, such facilities and activities as in the sole opinion of Developer may be required or convenient for Developer's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Property, including, without limitation, any Lot; the right to tie into any portion of the Property with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Property; the right to grant servitudes over, under, in or on the Property, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Property; the right to convert Lots (with the consent of the Owner thereof) to streets; the right to construct recreational facilities, utilities and other improvements on Lots owned by Developer; the right to carry on sales and promotional activities in the Property; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Developer may use residences, offices or other buildings owned or leased by Developer as model residences and sales offices without charge.

Section 6.05 Servitude for Emergency Entry. The Developer or its designee shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, and Rules and Regulations, which right may be exercised by any member, officer, agent, employee, and/or manager of the Developer, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Developer, but shall not authorize entry into any single family dwelling without permission of the Owner.

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Section 6.06 Servitude for Encroachment. There shall be reciprocal appurtenant servitudes for encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots due to the unintentional placement or setting or shifting of the improvements constructed, reconstructed, or altered on a Lot (in accordance with the terms of this Declaration) to a distance of not more than one (1') foot on a Lot, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner or occupant.

Section 6.07 Servitude for Entry Features. There is hereby reserved to the Developer a servitude for ingress, egress, installation, construction, landscaping and maintenance of entry features for the Property, over and upon any portion of a Lot containing such entry features as may be more fully described on the Final Plat. The servitude and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and the right to grade the land under and around the same.

Section 6.08 Servitude for Maintenance. Developer hereby reserves a perpetual servitude across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Developer or its contractors at their sole expense.

Section 6.09 Servitudes for Utilities.

(a) There are hereby reserved unto Developer, its successors and assigns, so long as Developer owns any portion of the Property, and hereby granted to, and for the benefit of, Developer, E'tage Gardens, and to the designees of each (which may include, without limitation, any municipality or public or private utility company) access and maintenance servitudes upon, across, over, and under all of the Property to the extent necessary for the purpose of replacing, repair, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within servitudes designated for such purposes on recorded plats of the Property.

(b) This servitude shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Dwelling Unit on a Lot, and any damage to a Lot resulting from the exercise of this servitude shall promptly be repaired by, and at the expense of the Person exercising the servitude. The exercise of these servitudes shall not unreasonably interfere with the use of any Lot and, except in an emergency entry onto any Lot shall be made only after notice to the Owner or occupant.

(c) Developer specifically grants to the local water supplier, electric company, and natural gas supplier servitudes across the Property for ingress, egress, installation,

reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of these servitudes shall not extend to permitting entry into the Dwelling Unit, nor shall any utilities be installed or relocated on the Property except as approved by the Developer.

(d) Developer (for so long as Developer owns any portion of the Property) may at any time make a partial assignment, to any public or private utility company, or any governmental authority, of the servitudes reserved by Developer in the preceding subparagraphs of this Section. Whether or not such assignment by Developer expressly states, the assignment shall be partial and nonexclusive and Developer shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any governmental authority to whom such assignment was made. Developer shall not have any liability or responsibility to any Owner for (1) any damages caused by any public or private utility company, or any governmental authority, or (2) for failure to provide any utility services to any Owner.

(e) To the extent any governmental authority, any public utility or any private utility uses any of the utility servitudes within E'tage Gardens, and/or to the extent that Developer or any assignee of Developer (all of whom are collectively referred to as "**grantee**" in this subparagraph e) use or exercise any of the rights granted and reserved under this Section, then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the utility servitudes shall be placed underground, (b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the utility servitudes by all grantees; (c) each grantee, after any use of the servitude areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section; (d) each grantee who is an assignee of Developer, by its use of the servitude area or exercise of the rights herein granted pursuant to this Section, does hereby agree to defend and hold its assignor, together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under this Section. Developer, each governmental authority, each public utility and each private utility agree that (i) it accepts the right to use the said utility servitudes subject to the right of Owners to construct Improvements on Lots which have soffits, eaves, stairs, stoops, balconies and/or fascia which encroach on and over the said utility servitudes by no more than twenty-four (24") inches measured from the boundary of the utility servitudes nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least ten (10) feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, eaves, stairs, stoops, balconies or fascia, which encroach on the said utility servitudes consistent with the conditions of this Section.

(f) Those areas located on Lots and identified as utility niches are not to be considered as part of the utility servitudes or subject to any servitude in favor of any governmental authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Architectural Control Committee to the contrary, for the placement of utility meters and for the storage of garbage cans and other receptacles for the storage of garbage.

Section 6.10 Servitude for Use of Private Streets. While Developer intends to dedicate any streets and roads developed on the Property to the City of Baton Rouge, for so long as any such streets and roads remain private, Developer hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over any private streets within the Property for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel, private delivery or courier services, and for vehicles, equipment and personnel providing garbage collection service to the Property.

ARTICLE VII ARCHITECTURAL AND DESIGN REVIEW

Section 7.01 Purpose. In order to preserve the natural beauty of E'tage Gardens and its setting, to maintain the subdivision E'tage Gardens as a pleasant and desirable environment, to establish and preserve a harmonious design for the Property, to provide for the Property's organized development, and to protect and promote the value of property, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement on any Lot shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall have been approved in writing by Developer (upon such approval, such plans referred to herein as the "**Approved Design Plan**") prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement in accordance with the Approved Design Plan, as amended or modified from time to time.

Section 7.02 Contractors. No Owner shall self-contract the construction of any Improvements on any Lot. The contractor selected by an Owner to construct Improvements on a Lot must be approved by the Architectural Control Committee, in its sole discretion. Any approval by the Architectural Control Committee of a contractor is not meant as an endorsement of that contractor's ability and shall not be the basis for any liability on the part of the Architectural Control Committee.

Section 7.03 Architects and Design Professionals. The architect or other design professional selected by an Owner to design any Improvements to be constructed on a Lot must be approved by the Architectural Control Committee, in its sole discretion. Approval by the Architectural Control Committee of an architect or other design professional is not meant as an endorsement of that architect's or design professional's ability and shall not be the basis for asserting any liability on the part of the Architectural Control Committee.

Section 7.04 Access to Approval Lists. The list of approved contractors and the list of approved architects and other design professionals shall be maintained by the Architectural Control Committee and those lists shall be available for review by Owners during regular business hours.

Section 7.05 Objectives. Architectural and design review shall be directed toward attaining the following:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of property, or removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms;

(b) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots, with surrounding Lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(c) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, with the surrounding development, with natural landforms and native vegetation, and with development plans officially approved by Developer, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

(d) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots and blend harmoniously with the natural landscape;

(e) Ensuring that any development, structure, building or landscaping complies with the provisions of this Declaration; and

(f) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run off water quality.

Section 7.06 Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans. Each Owner shall submit two copies of all plans and related data for any proposed improvements to the Architectural Control Committee prior to any improvements or modifications of any kind being made to any Lot. The Architectural Control Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. The fee initially established by this Declaration shall be Five Hundred and No/100 (\$500.00) Dollars for each submission. The Architectural Control Committee shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. Unapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the approval of such plans is neither granted nor denied within sixty (60) days

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following receipt by the Architectural Control Committee of the written request for approval, the plans shall be deemed rejected.

Section 7.07 Permitted Modifications. Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval in accordance with this ARTICLE VII. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally Approved Design Plan.

Section 7.08 Approved Design Plan. Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Architectural Control Committee. Such plans and specifications shall be of sufficient detail to allow the Architectural Control Committee to make its review and, to the extent required by the Architectural Control Committee, shall show the nature, kind, shape, height, materials and location of the proposed improvement. The Architectural Control Committee may adopt written architectural guidelines and application and review procedures to aid Owners in receiving prompt approval of proposed improvements. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors in interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Architectural Control Committee, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors in interest. The Architectural Control Committee and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. Inspections by the Architectural Control Committee or Developer shall be conducted throughout the construction of any improvements (it being anticipated that there will be five (5) periodic inspections), in accordance with the schedule provided to the Owner and made a part of the Approved Design Plans. Owner shall be assessed a fee for each inspection, initially established at \$500, but subject to annual adjustment.

Section 7.09 Consideration by Architectural Control Committee. The Architectural Control Committee may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding Dwelling Units, Improvements and environment, location in relation to surrounding structures and plant life, compliance with the general intent of this Declaration, architectural style or design, quality of workmanship and material, and quality and size of the proposed Improvements. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Each Owner agrees and acknowledges that the listing in this Section is not a complete listing and that in reviewing applications the Architectural Control Committee may consider such other factors as the Architectural Control Committee may in its sole discretion deem appropriate.

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Section 7.10 Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Architectural Control Committee assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Control Committee, nor Developer, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Architectural Control Committee, the Developer or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 7.11 No Waiver. The approval of the Architectural Control Committee of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 7.12 Variances. Notwithstanding anything to the contrary contained herein, the Architectural Control Committee shall be authorized to grant individual variances from any of the provisions of this Declaration if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Property. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Property, or (c) prevent the Architectural Control Committee from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 7.13 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Control Committee, an Owner shall, at its own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Architectural Control Committee and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed as a lien against the Lot. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this

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Article and the Approved Design Plan may be excluded by the Architectural Control Committee from the Property, subject to any applicable notice and hearing procedures required by law. In such event, neither the Architectural Control Committee, the Developer, or the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Architectural Control Committee, in the event of noncompliance with this Article, the Architectural Control Committee may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Architectural Control Committee shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

**ARTICLE VIII
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS**

Section 8.01 Topography and Vegetation. In order to protect the natural beauty of the vegetation and topography of the Property, written approval of Developer is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of topographic and vegetation characteristics. Written approval will be granted for the amount of earth movement required in Approved Design Plans.

Section 8.02 Trees or Underbrush Removal. Prior to approval of an Owner's final draw up or plans by Developer, no trees or underbrush may be removed without the written consent of Developer or the Architectural Control Committee.

**ARTICLE IX
ARCHITECTURAL CONTROL**

Section 9.01 Architectural Control Committee. Initial control of the design, architectural structure and landscape design of any improvements on an Lot shall be vested in the Developer. Developer, at its discretion, may at any time assign these functions to an Architectural Control Committee composed of five (5) people, or such number as may be determined by Developer, all of whom shall be appointed by the Developer. The Developer may establish the rules of procedure for the Architectural Control Committee in connection with the this Declaration. The Architectural Control Committee shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all architectural control functions of Developer as provided in this Declaration shall be performed by the Architectural Control Committee.

Section 9.02 Architectural Review and Approval for the Property. Upon assignment by Developer of architectural control functions to the Architectural Control Committee, the Architectural Control Committee shall function to ensure compliance with the restrictions set forth herein and shall in all respects with regard to any Lot succeed to the powers of Developer with respect to architectural review and approval. The Architectural Control Committee shall have the general rights of enforcement as set forth in this Declaration, including without limitation the right to enjoin violations.

**ARTICLE X
AMENDMENT OF DECLARATION**

Section 10.01 Amendment by Developer. Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto.

**ARTICLE XI
GENERAL PROVISIONS**

Section 11.01 Binding Agreement. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of Developer for a period of thirty (30) years from the execution date of the Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 11.02 Enforcement. This Declaration shall be enforceable by Developer, the Architectural Control Committee, the Association or any Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by any Owner, the Architectural Control Committee or Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

Section 11.03 Interpretation. The Developer shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the determination of the Developer shall be final and binding.

Section 11.04 Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 11.05 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such Owner. Notice to one or more co-Owners or co-tenants of a Lot shall be considered notice to all co-Owners. Any person who becomes an Owner following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if the notice was given to the Owner's predecessor in title.

Section 11.06 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Developer contemplated under this Declaration, Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 11.07 Other Property Not Subject to Declaration. This Declaration shall not apply to or affect any other property owned by Developer or located adjacent to or contiguous to the Property which is not specifically subjected to this Declaration by Developer by written instrument recorded in the Public Records.

Section 11.08 Successors to Developer. Developer reserves the right to assign to the Architectural Control Committee, the Association or to any other entity any of its rights or functions reserved in this Declaration including, but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements, its right to amend this Declaration, and its rights of enforcement.

Section 11.09 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

DONE AND SIGNED by Developer on _____, 2009.

DEVELOPER:

E'TAGE GARDENS, LLC
a Louisiana limited liability company

By: _____
Michael Hogstrom, Manager

**EXHIBIT A
FINAL PLAT**

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