

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

OLD MILL SUBDIVISION

THIS DECLARATION, made and entered into this 31st day of May, 2001, by Crabapple Properties, Ltd., a Louisiana corporation, herein represented by John H. Fetzner, III, duly authorized, hereinafter referred to interchangeably as “Declarant” and/or “Developer”.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described tracts or parcels of land in Section 23, T-9-S, R-2-E, Ascension Parish, Louisiana and known as Old Mill Subdivision, First Filing – Part I, and being more particularly described as follows:

PARCEL ONE (I):

One Hundred Fourteen (114) tracts or parcels of property situated in Section 23, T-9-S, R-2-E, Ascension Parish, Louisiana, as shown on the Final Plat of Old Mill Subdivision, First Filing – Part I (**the “Final Plat” or “Plat”**) made by GWS Engineering, Inc., Baton Rouge, Louisiana, dated May 30, 2001, being Lots One (1) through One Hundred Fourteen (114), both inclusive, each of said tracts or parcels of property (**“Lots”**) having those dimensions and being subject to those servitudes and building setback lines as shown on the Final Plat. The Final Plat is filed of record in the official records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana.

PARCEL TWO (II):

Tracts “A”, “C” and “D”, collectively referred to as **“Common Area”** and/or **“Common Property”** as defined hereinafter as shown and designated on the Final Plat.

collectively referred to herein as the **“Property”** and/or the **“Subdivision”**; and

WHEREAS, in order to create, establish and execute a uniform plan for the improvement, development, sale, use and enjoyment of the Property, Declarant does hereby declare, adopt and establish certain restrictions and covenants which shall hereafter affect the Lots; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the value of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of Lots; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values of the Property to create an association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of Louisiana, Old Mill Homeowners Association, Inc., a nonprofit corporation ("**Association**"), for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, for and in consideration of the benefit to be derived by Declarant, and any subsequent Owner of Lots, Declarant, for itself and each and every subsequent Owner ("**Owner**" or "**Owners**") of any and all portions of the Property, does hereby declare, adopt and establish the following restrictions, covenants and servitudes:

ARTICLE I DEFINITIONS

1. "Architectural Control Committee" shall mean and refer to John H. Fetzer, III, John H. Fetzer, IV and G. Wayne Sledge and/or such other individuals as Developer may appoint, until all Lots shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents; after such time this title shall mean and refer to those persons selected annually by the Owners in compliance with the bylaws of the Association to serve as members of the committee.

2. "Association" shall mean and refer to Old Mill Homeowners Association, Inc., its successors and assigns.

3. "Board" shall mean and refer to the Board of Directors of the Association.

4. "Common Area" and/or "Common Property" shall mean all immovable and movable property now or hereafter owned by the Association, including Tracts "A", "C", and "D" as shown and designated on the Final Plat including, but not limited to masonry walls and/or columns, landscaping, lighting, water service and meters, utility lines and meters situated on Tracts "A", "C" and "D", the pond ("**Pond**") situated on Tract "A", together with any and all other improvements existing, constructed or to be constructed and/or located thereon. The designation of any land and/or improvements as Common Property shall not infer or imply that the public at large acquires any rights of use or enjoyment therein, which rights are expressly denied.

5. "Common Expenses" shall mean and refer to the actual and estimated expenses of maintaining the Common Area and/or Common Property and all improvements situated thereon

together with the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses; any expense of the Association for which proposed assessments may be levied under this Declaration.

6. “Declaration” shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document, as amended from time to time.

7. “Developer or “Declarant” shall mean and refer to Crabapple Properties, Ltd., its successors and assigns.

8. “Driveway Plan” shall mean the plan created by Developer that indicates the proposed location on each Lot of all driveways for all proposed residences.

9. “Island” shall mean and refer to the landscaped islands situated in the cul-de-sac portions on the street rights-of-way if applicable.

10. “Lot” shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

11. “Owner” shall mean and refer to the record owner(s), whether one or more Persons, of the fee simple title to any Lot which is a part of the Property.

12. “Parish” shall mean and refer to the Parish of Ascension.

13. “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

14. “Plat” or “Final Plat” shall mean and refer to that certain Final Plat for Old Mill Subdivision, First Filing – Part I prepared by GWS Engineering, Inc., dated May 8, 2001 and recorded in the office of the Clerk of Court of Ascension Parish, Louisiana, as amended from time to time.

15. “Pond(s)” shall mean and refer to the Retention Pond presently situated on Tract “A” and any additional Ponds that are existing or created on any additional property subjected to this Declaration.

16. “Pond Lot” shall mean Lots 36 through 42, together with future lots that abut Tract “A” which may be admitted to this Declaration.

17. “Pond Lot Owners” shall mean the Owners of Pond Lots.

18. “Property” shall mean and refer to that certain real property described hereinabove, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

19. “Structure” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered

or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches.

ARTICLE II ASSOCIATION MEMBERSHIP AND ASSESSMENTS

1. Membership. Every Person or entity who is a record Owner of the fee simple title, in and to any Lot, which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. When more than one Person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. When one Person is record owner of the fee simple title to more than one Lot, such Person shall have as many votes in the Association as such Person has Lots.

2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A Members shall be all those Owners as defined in Paragraph 1 of this Article with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the fee simple title.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the same number of votes as are cumulatively held by all Class A Members plus one, provided that Class B Membership shall cease at such time as the Developer holds less than one (1%) percent of the total number of votes held by all Members of the Association excluding the votes of the Developer as Class B member, provided, however, in no event shall Class B membership cease to exist prior to December 31, 2006, unless the Developer chooses to abolish Class B membership at some earlier date. At such time as Class B membership ceases to exist, the Developer shall remain Class A Member as to each Lot then owned by the Developer.

Both Class A and Class B Members shall be referred to as **AMember@** or **AMembers@**.

3. The Board of Directors.

(a) The Board of Directors of the Association ("**Board**") shall manage the affairs and business of the Association.

(b) The number of Members serving on the Board shall be no more than seven (7) nor less than three (3) selected by the Members for one (1) year terms. The Board shall be elected by a majority of the Members present at the Annual Meeting of the Association as set forth more fully in

the by-laws.

4. Maintenance.

(a) Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Property. The Association's maintenance responsibility with respect to the Common Property shall be deemed to include, but not be limited to the maintenance and repair of all improvements situated on any Common Area, except that certain Owners of Lots shall be responsible for the maintenance of items referred to in subparagraph (b) of this paragraph and except that the Parish shall be responsible for the maintenance of the items referred to in sub-paragraph (c) of this paragraph.

i) The Association shall also maintain any Islands as defined elsewhere herein and be responsible for the water, irrigation and utility lines systems and meters which serve the Islands.

ii) The Association shall also be responsible for mowing, edging, trimming and/or maintaining planting or landscaping in any portion of the street right-of-way that lies adjacent to Common Property, i.e., those portions of the street right-of-ways that are adjacent to Tracts "D" and "E" at the entrance to the Subdivision.

(b) Owner's Responsibilities. The responsibility of each Owner shall be as follows:

i) Each Owner of a Lot, whether vacant or occupied, shall keep and maintain that Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and care for fences, roofs, gutters, downspouts, building surfaces, trees, plants, shrubs, grass, walls and other exterior improvements. Should any Owner of a Lot fail to maintain his/her Lot or the improvements thereon as set forth hereinabove, the Architectural Control Committee, its agents and representatives, may, after the expiration of ten (10) days from date of written notice to the Owner of such Lot, enter upon the Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and the Lot are subject. Written notice shall be by U.S. Certified Mail, Return Receipt Requested. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform any exterior maintenance.

ii) In addition to the responsibilities set forth in (i) above, the Owner of lots 36

through 42 (both inclusive) (collectively referred to as “**Pond Lot Owners**”), shall have the additional responsibility at no expense to the Association of mowing and other maintenance of the area between that Owner's property line nearest the Pond to the water's edge of the Pond.

(c) Responsibility of the Parish of Ascension. The Parish shall be obligated to maintain the drainage structures within all drainage servitudes as shown on the plat. The public and specifically the Parish of Ascension (“**Parish**”) shall have no responsibility whatsoever for maintenance of any tract designated as Common Area or Common Property.

Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to hold the Parish free and harmless from any claim for maintenance, repair, construction and/or reconstruction of any portion and/or part of the Common Property (with the exception of the items specifically stated in this sub-paragraph) and to release the Parish from the payment of any claim for maintenance, repair, construction or reconstruction, including attorney's fees and costs related or in anywise associated with such claim.

5. Covenant for Maintenance and Capital Improvement Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors-in-title unless expressly assumed by successors-in-title. Failure of any Owner to pay either an annual assessment or a special assessment shall constitute a lien and/or privilege on the Owner's respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and the improvements thereon, if any, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

(c) Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, 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 of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such

annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Developer, so long as there is a Class B member; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event there is a conflict between Class A and Class B Members concerning the approval of any budget submitted by the Board to the members, the decision and vote of the Class B Member shall be final and determinable. 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 until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of special assessment.

(d) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Class A Members and additionally the assent of the Class B Member, if any, voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the Members as set forth above.

(e) Notice and Quorum for any Action Authorized Under Sections (c) and (d). Written notice of any meeting called for the purpose of taking any action authorized under Section (c) or (d) above shall be sent to all Class A and Class B Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the meeting called, the presence of Members in person or through proxies entitled to cast fifty percent (50%) of all the votes of Class A Members shall constitute a quorum, except that as long as the Class B Members is in existence, the only requirement for a quorum shall be the presence of an officer or director of the Class B Member. 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 one-half (2) of the required quorum at the preceding meeting. No such subsequent meeting shall be noticed less than ten (10) days following the date of preceding meeting.

(f) Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or in an annual lump sum in the discretion of the Board. Notwithstanding the preceding, special assessments for non-compliance with this Declaration as set forth in Article V shall be allowed.

(g) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. The Board shall determine the date of commencement for annual assessments. All Owners of Lots shall be responsible for annual and special assessments, provided however that no annual or special assessment shall be due on Lots owned by builders until title to the Lot(s) have been transferred to permanent Owners; the Developer shall not be responsible for assessments on Lots

owned by the Developer. To the extent that the Developer is the Class "B" Member, Developer shall in its sole discretion either loan funds to the Association to cover cash flow deficits or fund any deficit which may exist between the assessments and the annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment(s) which is not paid when due shall be delinquent. If the assessment is not paid on or before the due date thereof, the assessment shall bear interest from the due date at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees in either of such actions shall be added to the amount of such assessment. Each such Owner, by his/her acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his/her Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure or dation en paiement.

(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, purchase money security deed, or security deed representing a lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or dation en paiement or any sale in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. The Owner shall remain personally obligated for amount of the assessment, together with interest, costs and attorneys fees. No sale or transfer shall relieve such Owner of a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(j) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (i) all properties to the extent of any servitude or other interest therein dedicated to and accepted by the Parish and devoted to the public use; (ii) all Common Area; (iii) all properties exempted (other than homestead) from taxation by state or local governments upon the terms and to the extent of such legal exemption.

(k) Annual Meeting of the Association. The annual meeting of the Association shall be held on the third Tuesday of March unless the Board by Notice to be mailed to each owner of Lot(s) shall state another date; notice of the meeting shall state the location and time of the meeting.

(l) Annual Assessment. The initial annual assessment shall be the full and true sum of \$350.00. The annual assessment shall be payable on April 1 of each year, unless the payment and collection procedures of the Association are modified by the Board.

ARTICLE III. COMMON PROPERTY

Dedication by Declarant. Declarant does hereby dedicate to the Association all of Declarant's right, title and interest in and to the Common Property, subject to the servitudes created in favor of the Parish and subject to the reservation of rights in favor of the Developer as set forth in this Declaration, on the Final Plat and/or on the act of conveyance of such Common Property to the Association.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

2. Meetings. The Architectural Control Committee shall hold regular meetings at least once every month or more often as may be established by the Architectural Control Committee. Special meetings may be called by the Architectural Control Committee. Regular and special meetings of the Architectural Control Committee shall be held at such time and place as the Architectural Control Committee shall specify. Notice of each regular or special meeting of the Architectural Control Committee shall be mailed to each Member thereof at his/her residence or at his/her usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of meeting need not be given to any Member of the Architectural Control Committee who signs a waiver of notice either before or after the meeting. Attendance by a member of the Architectural Control Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections with respect to the place of the meeting, the time of the meeting or the manner in which its has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the Architectural Control Committee, the presence of a majority of the Members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the

members of the Architectural Control Committee present at any regular or special meeting thereof, at which a quorum is present shall constitute the act of the Architectural Control Committee. In the absence of a quorum, any Member of the Architectural Control Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Any action required to be taken at a meeting of the Architectural Control Committee, or any action which may be taken at a meeting of the Architectural Control Committee, may be taken without a meeting if written consent is obtained from all members of the Architectural Control Committee setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

3. Action of Members of Architectural Control Committee. Any member of the Architectural Control Committee may be authorized by resolution of the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and conclusive as to any matter properly before the Architectural Control Committee, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the applicant to the Architectural Control Committee as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he/she deems to be unsatisfactory, file a written request, the matter with respect to which such request was filed, shall be submitted to, and reviewed promptly by the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

4. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been first submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be of such form and shall contain such information as may be reasonably required by the Architectural Control Committee ("**Plans and Specifications**"), including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walk-ways and parking spaces including the number thereof;

(b) floor plan;

(c) exterior elevations (showing the front, side and rear elevators) of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed; and

(d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes

and colors of all proposed Structures and alterations to existing Structures, showing front, side and rear elevations thereof.

5. Approval of Builders. Any builder or landscaper (**A Builder(s)@**), prior to performing any work on any Lot in the Property, must first be approved by the Architectural Control Committee as to financial stability, building or landscaping experience and ability to build or landscape structures or grounds of the class and type of those which are to be built at the sole and uncontrolled discretion of the Architectural Control Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his/her income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property, except that an Owner who does not obtain his/her income primarily from construction or landscaping may construct or landscape his/her personal residence and/or appurtenant structures on his/her Lot with prior approval of the Architectural Control Committee.

6. Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any Plans and Specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by Builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within the development. These guidelines shall be utilized by the Architectural Control Committee in its review of Plans and Specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

(b) Upon approval by the Architectural Control Committee of any Plans and Specifications submitted pursuant to this Declaration, a copy of such Plans and Specifications, as approved, shall be held for permanent record by the Architectural Control Committee. Approval of any Plans and Specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar Plans and Specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such Plans and Specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Plans and Specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer, the Association nor any member of the Architectural Control Committee shall be responsible for or liable in any way for any defects in any portion of the Plans and Specifications submitted and/or approved by the Architectural Control Committee, nor for any structural defects in any work done according to such Plans and Specifications submitted and/or approved by the Architectural Control Committee. Further, approval of Plans and Specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering,

materials or equipment. Neither Developer, the Association nor any Member of the Architectural Control Committee shall be liable for damages or in any other respect to anyone submitting Plans and Specifications for approval under this Article, or to any Owner, or to any other Person having an interest in the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans or Specifications. By submission of such Plans and Specifications to the Architectural Control Committee, every owner of any Lot releases and agrees to hold harmless and to defend Developer, the Association and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

7. Obligation to Act. The Architectural Control Committee shall review and consider any Plans and Specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be made in writing to the applicant. Failure by the Architectural Control Committee to take action within thirty (30) days of the receipt of Plans and Specifications submitted for approval shall be deemed approval of such Plans and Specifications.

8. Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration ("**Inspection(s)**"); and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or Inspection. An Inspection made by the Architectural Control Committee shall not be deemed to be a substitute inspection for any inspection required by the Building Official for the Parish or any lending institution but shall be considered an additional inspection for the limited purpose of review of construction of the structure in accordance with the approved Plans and Specifications.

9. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the Plans and Specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been construction in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses, including attorney's fees, incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his/her Lot are subject.

(b) The Architectural Control Committee shall provide written notice to the Owner either hand delivered or by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owners shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee shall have the right of

abatement as provided in Section 1(b) of Article VI hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction.

10. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of plan review under this section and inspections performed pursuant to Section 8 hereof. The fee shall be established from time to time by the Architectural Control Committee.

ARTICLE V RESIDENTIAL AREA RESTRICTIONS

1. Land Use and Building Type. All of the Lots contained in the Property are hereby designated as residential for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling with garage facilities and other out-buildings incident to the residential use of the Lot. No garage apartments or servants quarters shall be used as a residence, except that, garage apartments and servants quarters may be occupied by servants actually employed on the premises and/or guests or relatives of an Owner. No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept, on any Lot except that household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. All pets must be maintained in a fenced area which area shall be screened from view with landscaping and/or fencing so that it cannot be seen from any street in the community. All pets shall be kept on leash when outside the designated fenced area consistent with this Declaration and shall not be allowed to run free on the Property. Notwithstanding anything contained herein, the Developer may stock the Pond(s) with waterfowl and/or other birds that it deems appropriate and which are approved by the Architectural Control Committee.

2. Dwelling Quality and Size. No residence on any Lot in the subdivision shall contain a floor area of heated living space of less than 1,550 square feet for single story residences and 1,750 square feet for two (2) story residences, exclusive of porches, garages, decks and basements. No residence, garage or other building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure on the Lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, color and harmony of the exterior design with existing structures and as to location with respect to topography and finish grade elevation. All fences shall likewise be approved by the Architectural Control Committee. Approval by the Architectural Control Committee shall be as provided herein.

3. Building Location. No residence or building of any kind shall be located on any Lot nearer to the property lines than the building set back lines approved by the Architectural Control Committee and/or as shown on the Final Plat and in accordance with the ordinances, laws and/or requirements for front, rear and side yards of the Parish.

4. Landscaping. Within sixty (60) days after the date of occupancy of any home on a Lot (the “**Landscape Completion Date**”), the Owner shall complete the following minimum landscaping (**AMinimum Landscaping@**), to-wit:

- (a) grass sod of the front yard (and side yard facing the street if a corner lot), and
- (b) some beds and/or planting along any side of the house facing a street.

Any Owner who does not complete the required Minimum Landscaping prior to the Landscape Completion Date shall pay a fine of \$300.00 to the Developer (or the Association if formed) for each thirty (30) day period the Minimum Landscaping is delayed beyond the Landscape Completion Date. The Developer (or the Association if formed) shall have the right to file a lien for the enforcement and/or collection of the payment of the fine set forth in this section, under and pursuant to the provisions of Articles II, Paragraph 5(h).

5. Servitudes.

The following servitudes are created over the Property as shown on the Plat:

(a) Utility servitudes over portions of the Lots in favor of the public for installation, repair and maintenance of utilities and other services, including (but not limited to) water, sanitary sewer, electric, telephone, cable tv, and gas. All utilities shall be installed underground. All utilities must submit a plan to the Developer and/or the Architectural Control Committee showing the location of any utilities on any Lot and the Developer and/or the Architectural Control Committee shall approve the location of the utilities prior to the installation thereof.

(b) Drainage Servitudes across any and all Lots in favor of the Parish as shown on the Final Plat to accommodate swale ditches and/or drainage pipe or structures. Owners of all Lots shall be obligated to keep any swale ditch existing on Owner's respective Lot free of any obstruction and/or to clean and maintain same so that the swale ditch remains open and/or functional to provide drainage in accordance with the "As-Built Drainage Plan" for Old Mill prepared by GWS Engineering, Inc., on file with Department of Public Works for the Parish.

6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.

7. Completion of Improvements. Prior to an Owner obtaining a certificate of occupancy (from the appropriate officials of the Parish) for any improvements on a Lot (the "**Certificate of Occupancy Date**"), an Owner must complete the Structure as depicted and/or shown in the plans and specifications previously submitted to and approved by the Architectural Control Committee (failure to do so being hereinafter referred to as "**Non-Compliance**"). In the event of Non-Compliance, the Committee may give notice of such to the Owner and if such Non-Compliance deficiencies are not corrected in full within thirty (30) days after such notice (the "**Fine Date**"), then the Owner shall be assessed and shall immediately pay a fine of \$500.00 to the Developer (or the Association, if formed) for each thirty (30) day period of Non-Compliance beyond the Fine Date. The Developer (or the Association, if formed) shall have lien rights to enforce collection and payment of such fine pursuant to Article II, paragraph 5(h). If no notice of Non-Compliance is sent to the Owner within sixty (60) days after the Certificate of Occupancy Date, then such improvements shall be

deemed to have been completed in compliance with plans and specifications previously submitted to and approved by the Committee. No house shall be occupied until the requirements of Paragraph 14 of this Article have been complied with. All houses shall be completed within one (1) year from date of obtaining a permit to construct same from the Parish of Ascension.

8. Weed Control. Owners shall keep their respective Lots mowed and free of noxious weeds. In the event that an Owner fails to discharge this obligation, the Architectural Control Committee may, at its discretion, cause the Lot(s) to be mowed, and the Owner of such Lot(s) shall be obligated to pay the cost of such mowing. Each Owner shall be required to mow and maintain grass on his/her respective Lot to the limits of the asphalt of the street. Owners of Pond Lots shall be required to mow and maintain the area between their respective lots and the water's edge of the Pond.

9. Building Materials. No building materials and/or building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon. No vacant Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

10. Commercial Operation Prohibited. No commercial business or noxious, offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a Builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots.

11. Architectural Control and Exterior Appearance.

(a) Architectural shingles are required on all roofs. Any other material or product must be approved by the Architectural Control Committee. The roofs of all residences must be various shades of black, gray or earth tones. Light colored and white roofs shall not be permitted.

(b) Doors which can be viewed from any street shall be of wood. Windows which can be viewed from the street shall be constructed of wood or white aluminum or vinyl. Windows shall be cased with brick mold for siding exteriors and with a lathe band for stucco exteriors.

(c) No plumbing or heating vents shall protrude through the roof or be visible from the street on which the house is fronting.

(d) No window air conditioning units shall be visible from any street.

(e) No concrete blocks used either in building foundations or walls shall be used above ground unless the blocks are covered with brick veneer, stone or stucco.

(f) All residences are required to have a carport and/or garage, which must have a minimum size capable of housing two (2) automobiles. No front loading garages are permitted except on corner lots where the garage may load off the side street. All garages must be "side loaded." All garages must have doors. All such doors must be kept closed when not in use. No carport may be constructed on the front or side of any residence. No carports are permitted on corner lots. All carports must be

located on the rear of the residence.

(g) No fences shall be used/placed on any Lot which exceed six (6') feet in height, except that the eight (8') foot fencing erected by Developer is specifically exempted from this height limitation. The materials used, the design and location of such fences shall be approved by the Architectural Control Committee prior to construction. No chain link fencing shall be allowed.

(h) A television satellite dish may be installed on any Lot provided that it is located within the rear twenty-five (25') feet of the Lot and is surrounded by a solid fence not less than five (5') feet tall. The Architectural Control Committee must approve the location of any Satellite Dish.

(i) No outside above-ground lines or cables, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.

(j) No healthy trees measuring six (6") inches or more in diameter at a point two (2') feet above ground level, flowering trees or shrubs may be removed unless necessary in the construction of the residence, driveways or walkways, or approved by the Architectural Control Committee. Large live oak trees are located on Lots 112 and 113. Removal of these trees and construction of residences or other structures on these lots is prohibited unless approved by the Architectural Control Committee.

(k) Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick, stucco or wood. The top of the chimney must be covered by a chimney cap made of stucco, brick, copper or a dark galvanized metal. An exposed spark arrestor on a manufactured fireplace flue is not acceptable.

(l) Vinyl siding shall be permitted provided that a minimum of fifty (50%) percent of the exterior of all portions of the residence facing any street is constructed with brick veneer or stucco. Aluminum siding is not permitted. Aluminum and/or vinyl soffit or fascia is permitted when used in conjunction with vinyl siding or as set forth herein.

12. Temporary Structures. No trailer, basement, tent, shack or garage placed or erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Exteriors of dwellings must be complete in every detail before being occupied; landscaping and on site improvements must be in keeping with that of neighboring homes. The foregoing restriction shall not preclude the temporary use of a garage, residence or temporary building by the Developer, as approved by the Architectural Control Committee to be used as a sales or construction office.

13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean

and sanitary condition and either underground or screened from view. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased or damaged trees which might create a hazard to property or persons on any Lot or adjacent Lot shall be promptly removed or repaired.

14. Occupancy. No residence shall be occupied until it is completely finished on the exterior in accordance with the plans and specifications approved by the Architectural Control Committee and the driveway surface is paved with concrete or asphalt or other material approved by the Architectural Control Committee.

15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six (6') square feet advertising the Lot for sale or rent, or signs of such size used by a builder to advertise the Lot during the construction and sales period. Declarant may maintain a sign of any size advertising in the Subdivision Lots and homes for sale until all Lots owned by Declarant have been sold and the Acts of Sale closed. At the commencement of the construction of each structure of each Lot, each Lot Owner shall erect a sign on the front portion of his/her Lot indicating the name(s) of the owner, architect (if applicable), contractor, the Lot Number and municipal address (**the "Construction Sign"**). The Architectural Control Committee shall designate the size and specifications of the Construction Sign and each Lot Owner shall comply with same.

16. Mailboxes. The Developer will designate a type of mailbox, including mounting post (the **"Subdivision Mailbox"**), as to design, construction, material and color, to be used for all lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner.

17. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of Plans and Specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such Plans and Specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and landscaping.

18. Driveways. Driveways shall be located on all Lots in accordance with the Driveway Plan prepared by the Developer. No driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of the plans and specifications for such driveway. Specifications shall include the proposed substance to be used in constructing such driveways, which substance shall be satisfactory to the Architectural Control Committee.

19. Clotheslines. No outside clothesline shall be placed on any Lot.

20. Vehicles and Trailers. The Architectural Control Committee, in reviewing the Plans and Specifications for any proposed Structure, may require that special parking areas be made available for recreational vehicles. No "third" motor vehicle, trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, without specific approval from the Architectural Control Committee and then

on such additional parking areas as specified by the Architectural Control Committee pursuant to Section 21 or within enclosures or behind screening erected in accordance with Plans and Specifications submitted to and approved by the Architectural Control Committee. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the construction site. No house trailers, recreations vehicles, campers, trailers, school buses, boats, motor homes, commercial vehicles, or trucks (larger than a “pick-up truck”) shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from any street.

21. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from any street abutting such Lot, except that basketball goals may be located in accordance with the recommendations of the Architectural Control Committee.

22. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a doghouse or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20') feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on an Lot shall be located only behind the dwelling as such dwelling fronts on any street abutting such Lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning law. The Architectural Control Committee shall have the right to approve or disapprove the Plans and Specifications for any accessory structure to be erected on any Lot, and the construction of an accessory structure may not be commenced until complete final Plans and Specifications shall have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of these covenants. Any accessory structure shall be constructed concurrently with or subsequent to the construction of the dwelling on the Lot on which such accessory structure is located. No pre-fab or portable buildings may be used/placed on any Lot.

23. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in the Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) All single-family residences constructed on the Lots shall be “**traditional**” in style.

The determination of whether or not a residence is “**traditional**” shall be decided by the Architectural Control Committee in its sole and uncontrolled discretion.

(c) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the

construction in which such materials or devices are to be used.

(d) No exposed, aboveground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.

(e) Adequate off-street parking will be provided for each residence. No vehicles may be parked on any street at any time.

(f) Containers for garbage and other refuse will be located, if outside the garage or heated area of the structure, in a place not visible from any street and a garbage disposer is required for each dwelling.

(g) Any screen porch which is a part of any dwelling or accessory structure must have a dark color screen, and no bright color silver screens may be used.

(h) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made prior to the completion of such construction and before occupancy.

24. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Control Committee. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of Federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

25. Use, Operation and Maintenance of the Pond. The Pond and the banks thereof are Common Property owned by the Association. The following restrictions and covenants shall regulate the use of the Pond and the banks, to-wit:

(a) The banks of the Pond (the area between the rear or side property line of each adjacent lot and the water's edge) ("**Bank(s)**") shall be maintained by the Owner of each adjacent Pond Lot;

(b) The banks of the Ponds shall be a "No Access Area". For purposes of this Declaration, a "No Access Area" shall mean a designated area with restricted access, i.e., no Member, Owner, guest, invitee, or other person may utilize the "No Access Area" for any purpose whatsoever, including walking, jogging, fishing, swimming, or any other recreational activity, except that the Owner of a Pond Lot may use the portion of the Bank of the Pond abutting his/her respective Pond Lot for walking, fishing, or other similar activity. The No Access Area shall be used for maintenance of the Pond and the banks of the Pond.

(c) No piers and/or docks or other structures shall be constructed on the banks of the Ponds or in the Pond;

- (e) No boats or other floating devices shall be kept, stored, used or operated on the Ponds;
- (f) No Owner may plant any tree or other vegetation on the banks of the Ponds without the consent of the Association;
- (g) There shall be no swimming in the Pond; and
- (h) The Architectural Control Committee shall have the authority to remove from the Ponds any water fowl not approved by the Architectural Control Committee.

26. Garage, Porch and Carport Sales. Garage, porch, carport and like sales shall not be conducted without approval of the Association and the consent of each Owner/Owners of adjoining and contiguous Lots and the Owners of the three (3) Lots most directly across the street from the proposed sales site.

ARTICLE VI GENERAL PROVISIONS

1. Enforcement.

(a) The Association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, servitudes, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases when an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within ten (10) days after date of the mailing of written notice of such violation or breach. Any such notice shall be mailed by U.S. certified mail, return receipt requested. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid or a violation of which is not enforced or unenforceable, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and

sections.

4. Duration. The covenants and restrictions of this Declaration and/or amendments thereof shall run with and bind the land for a period of fifty (50) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or Lot in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his/her Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to Post Office Box 65121, Baton Rouge, Louisiana 70896, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer as long as the Developer is a Class B Member (i) in order to execute the Developer's uniform plan for the improvement, development, sale, use, maintenance and enjoyment of the Property, or (ii) for the preservation and enhancement of the value of the Property, or (iii) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; or (iv) if such amendment is necessary to enable any reputable title insurance company to issue title insurance with respect to the Lots subject to this Declaration; or (v) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (vi) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this

Declaration may be amended only as provided in this Section.

8. No Liability. Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no such liability.

9. No Construction Against Drafting Party. The provisions of this Declaration shall not be construed against the Developer simply because it has drafted them.

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be affixed as of the day and year first above written.

WITNESSES:

CRABAPPLE PROPERTIES, LTD.

BY: _____
John H. Fetzer, III

NOTARY PUBLIC

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