



THE UNIVERSITY CLUB

DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES

FOR

UNIVERSITY CLUB PLANTATION

Revised: July 25, 2024

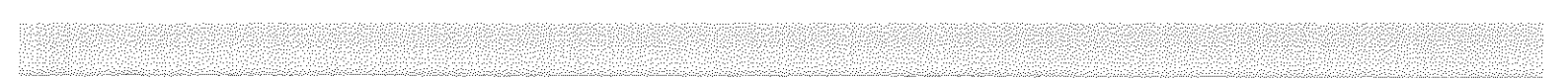


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**BUILDING AND USE RESTRICTIONS AND SERVITUDES
FOR
UNIVERSITY CLUB PLANTATION**



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES
FOR UNIVERSITY CLUB PLANTATION**

This Declaration is made as of the 24th day of November, 1998, by:

University Club Plantation, L.L.C., a Louisiana limited liability company represented herein by Sinclair B. Kouns, Jr., duly authorized ("Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of certain immovable property situated in the Parish of East Baton Rouge, State of Louisiana, described on the attached Exhibit "A" (the "Property"):

Declarant desires that the Property together with other immovable property be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and improved subject to uniform reservations, servitudes, restrictions, covenants, charges, liens, privileges, servitudes and conditions as part of a general plan of development as a residential community accommodating a mix of residential, commercial, golf course and country club, public and other land uses, for the benefit of Declarant and subsequent owners and occupants of the community in order to protect and enhance its quality and value;

Declarant further desires to provide for a non-profit corporation to own, hold maintain and manage certain common improvements and property, and to perform functions for the benefit of owners and occupants of the community, to assist in the administration and enforcement of the covenants, charges, liens, conditions, restrictions, and servitudes which are established, and to promote the recreation, health, safety and welfare of the owners and occupants of the community.

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following reservations, servitudes, restrictions, covenants, charges, liens, privileges, and conditions which are imposed for the purpose of protecting the quality and value of an which shall run with title to the Property made subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the Property made subject to this Declaration or any portion thereof, and their respective heirs, successors, successors-in-titles, assigns, and which shall inure to the benefit of each owner of the Property.



1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Additional Land" shall mean all of the immovable property described in Exhibit "B" attached hereto and made a part hereof for all purposes, all or any portion of which may from time to time be made subject to this Declaration by Declarant pursuant to the provisions of Section 2.2 of this Declaration, and any additional immovable property (outside of the immovable property described in Exhibit "B" attached hereto) hereafter made subject to this Declaration pursuant to the provisions of Section 2.2 of this Declaration. The provisions of this Declaration shall not constitute an encumbrance upon or restrict the use of any portion of the Additional Land which has not become subject to this Declaration pursuant to the provisions of section 2.2 of this Declaration.

1.2 "Annexation" shall mean the act by which Additional Land is made subject to the terms of this Declaration.

1.3 "Association" shall mean that Louisiana non-profit corporation comprised of the Owners and named the University Club Plantation Owners Association, Inc.

1.4 "Board" shall mean the board of directors of the Association.

1.5 "Business" shall mean any of the following uses: retail business; professional or commercial office; wholesale business; service, such as gas stations; or small, light manufacturing not imposing noxious environmental impact (e.g., noise, smoke, odor, dust, vibration or glare).

1.6 "Commercial Builder" shall mean the Owner of an Unimproved Lot who holds title for the purpose of building Improvements thereon and the subsequent sale or rental for occupancy.

1.7 "Common Area" shall mean all immovable property and real rights (including but not limited to the utility and other improvements thereon), streets, right-of-ways and servitudes which are designated by Declarant and owned, held or maintained by the Declarant or the Association for the common use and enjoyment of the Owners and occupants of Lots and Units.

1.8 "Community" shall mean immovable property in the University Club Plantation Project that has its own distinctive recorded Supplementary Declaration in addition to this Declaration (which may but need not include condominium regimes), and may have its own automatic-membership property owners association.

1.9 "Community Association" shall mean an automatic-membership Louisiana non-profit corporation established for a Community and made up of Owners in that Community, including the developer of such Community.

1.10 “Community Common Elements” shall mean all property and rights located within a Community and which are designated by the developer and owned, held or maintained by the developer or a Community Association for the common use and enjoyment of the Owners and occupants of Lots and Units in the Community.

1.11 “Control Transfer Date” shall mean the date of termination of Class B membership by Declarant as provided in Section 3.2 B.

1.12 “Declarant” shall mean University Club Plantation, L.L.C. and its successors and assigns. A person or entity shall be deemed a successor and assign of Declarant only if such person or entity is specifically designated in a duly recorded instrument as a successor and assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in such written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

1.13 “Declaration” shall mean (i) this act and (ii) any other juridical act imposing covenants, conditions, restrictions, and/or servitudes upon any Community or portion of a Community, as the same may be amended from time to time and filed of record.

1.14 “Governing Documents” shall mean (i) in the case of the Association, this Declaration, the Supplementary Declaration (if any), and the Articles of Incorporation and By-Laws of the Association, as the same may be amended from time to time and filed of record, if applicable, and (ii) in the case of a Community, the Community Declaration of Supplementary Declaration, as applicable, and the Articles of Incorporation and By-Laws of the community Association, as the same may be amended from time to time and filed of record, if applicable. In the event of conflict or inconsistency between an Association Governing Document and a Community Governing Document, the Association Governing Document shall control to the extent permitted by law. If, however, a Community Governing Document is more restrictive than an Association Governing Document with respect to the permitted use of Lots or Units, then the Community Governing Document shall control. One Governing Document’s lack of a provision in respect of a matter for which provision is made in another Governing Document shall not be deemed a conflict of inconsistency between such Governing Documents.

1.15 “Improvements” shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, out-buildings, swimming pools, patio covers, awnings, painting or any exterior surfaces of any visible structures, additions, walkways, bicycle trails, sprinkler heads and pipes, garages, carports, roads, driveways, parking areas, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, solar energy equipment, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment and facilities, and landscaping within the Property.

1.16 “Lot” shall mean a residential lot or parcel of land in the Property with the exception of Common Area and Community Elements, as shown upon the latest recorded subdivision plat.

1.17 “Member” shall mean an Owner of a Lot or Unit in the Project who is accordingly a member of the Association, including Declarant.

1.18 “Notice” shall mean the form of notice provided by law, from time to time, for meetings of members of Louisiana non-profit corporations; provided that, if more than one Member is the Owner of a Lot or Unit, notice to one such Owner whose designation by the other Owners of such Lot or unit for that purpose has been notified in writing to the Association (with the most recent notification controlling) shall constitute notice to all such Owners.

1.19 “Owner” shall mean the Person, including the Declarant, or if more than one, all Persons collectively, who hold fee simple title of record to a Lot or Unit in the Property.

1.20 “Person” shall mean a natural person, partnership, corporation, limited liability company or any other legal entity.

1.21 “Supplementary Declaration” shall mean a juridical act by which one or more of the following are accomplished: (i) Annexation, (ii) Annexation of property affected thereby to a Community, or (iii) supplemental covenants, conditions, restrictions, servitudes and/or destinations imposed on the Owners.

1.22 “Unimproved Lot” shall mean a Lot upon which no building has been substantially completed for use.

1.23 “Unit” shall mean (i) a Lot improved by a single family dwelling, or (ii) a portion of a building designated for separate ownership having delineated boundaries and located on an improved Lot, or (iii) a portion of an Unimproved Lot which as delineated boundaries and is designated for separate ownership.

1.24 “University Club Land” shall mean all of the immovable property owned by the Tiger Athletic Foundation and leased to the University Club of Baton Rouge, L.L.C., more particularly described as follows:

Three (3) certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as TRACT G-1-A, TRACT G-1-B and TRACT G-2-A, on the map prepared by Chenevert Songy Rodi Soderberg, dated February 13, 1998 entitled “Map Showing Resubdivision of TRACTS “G-1”, “G-2”, “R-1”, & “R-2” into TRACTS “F-1”, “F-2”, “F-4”, “G-1-A”, “G-2-A”, “G-1-B”, “R-1-A”, “R-2-A” & “R-3” being a portion of the Woodstock Plantation located in Section 45, 46, 47,

& 52, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Plantation, L.L.C., Woodstock Plantation East, L.L.C. and Tiger Athletic Foundation” a copy of which is recorded April 2, 1998 at Original 900, Bundle 10818, official records of the Parish of East Baton Rouge, State of Louisiana, said Tracts being subject to such servitudes and other matters as more fully shown on said map.

1.25 “University Club Plantation Project or the Project” shall mean the property described on Exhibit “A” attached hereto and any other immovable property which becomes subject to this Declaration.

2. SUBJECT PROPERTIES

2.1 Existing Property. The immovable property which, as of the date of this Declaration, is and shall hereafter be owned, held, transferred, sold, conveyed, leased, mortgages, used, occupied, maintained, altered and improved subject to this Declaration is the property described on the attached Exhibit “A”.

2.2 Annexation By Supplementary Declaration. Declarant may, but shall in no way be required to, from time to time, within forty (40) years of the date of this Declaration, unilaterally and without consent of any other party make subject to this Declaration all or any portion of the Additional Land. Immovable property within the Additional Land shall become part of the University Club Plantation Project, effective upon the recordation in the Office of the Register or Conveyances of East Baton Rouge Parish, Louisiana, a Supplementary Declaration meeting the following requirements. A Supplementary Declaration (a) shall be executed by the Owner(s) of the Additional Land, described therein; (b) shall, if the subject Additional Land it not then owned by Declarant, contain the written consent of the Declarant for so long as the Declarant owns any other Additional Land and has the power of annexation; (c) shall contain an adequate description of such Additional Land; (d) shall contain a reference to this Declaration (and any amendments thereto) which shall state its date of recordation and recording information; (e) shall contain a statement that such Additional Land is declared to be part of the University Club Plantation Project under this Declaration and that such Additional Land shall be subject to this Declaration; and (f) shall state whether such Additional Land is or is not subject to the jurisdiction of a Community Association. Additionally, the Supplementary Declaration may provide for phased annexation so that portions of such Additional Land may be made subject to the Supplementary Declaration and this Declaration at different times. A deed by which Declarant conveys a parcel of property, including property comprising Common Area or Community Common Elements, to another Person, may constitute a Supplementary Declaration if it meets the foregoing requirements, as applicable. A Supplementary Declaration may impose upon such Additional Land building and use restriction, servitudes, covenants, conditions, limitations, reservations, and exceptions, taking into account the unique and particular aspects of the proposed development of such Additional Land, and may modify or amend the covenants, restrictions, and servitudes established by this Declaration or any other Supplementary Declaration as to such Additional Land.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 **Members.** Each Owner of a Lot or Unit shall be a Member of the Association which Declarant has formed concurrently with this Declaration. With respect to the Owners, membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

3.2 **Classes.** The Association shall have two classes of voting membership:

A. Class A Members shall be Commercial Builders, and other Owners, with the exception of the Declarant as long as Declarant is a Class B Member, and shall have voting rights as provided below.

B. Class B Member shall be the Declarant and shall have voting rights as provided below for each Lot or unit owned. The Class B membership of Declarant may be terminated at the option of the Class B Member at any time. The date of termination of the Class B membership of Declarant is referred to as the "Control Transfer Date".

3.3 **Determination of Voting Rights.**

A. Class A Members shall be entitled to one (1) vote for each Lot or Unit owned.

B. Class B Members shall be entitled to one (1) vote for each Lot or Unit owned plus one (1) vote for each vote held by a Class A Member; provided, however, that in the event a Lot or Unit exceeds one (1) acre, the Class B Member shall be entitled to one (1) vote from each full acre of land in said Lot or Unit. If Declarant hereafter subjects Additional Land to the terms of this Declaration, but such land has not been subdivided or platted, Declarant shall be entitled to one (1) vote for each full acre of such land so annexed.

3.4 **Multiple Owners of a Lot or Unit.** When more than one (1) Person owns an interest in a Lot or Unit, all such Persons shall be Members; however, there shall be but one vote for each Lot or Unit owned by a Class A Member. The vote of such Lot or Unit shall be exercised as they determine and so notify the Association in writing (with the most recent written notification controlling).

4. COMMON AREAS AND SERVITUDES

4.1 **Common Area.** Declarant contemplated that from time to time the Association will acquire Common Area consisting of portions of land, or land with Improvements thereon and grants of predial and personal servitudes. Declarant further contemplated that recorded plats of portions of the University Club Plantation Project may provide for servitudes for the installation, repair, maintenance and replacement of utility and drainage facilities, walkways and landscaping in areas which may be designated on such plats as Common Area Association servitudes, together with

associated rights of ingress and egress, all or some of which servitudes may be acquired by the Association as Common Area. Declarant declares and acknowledges that it is the intent hereof that such Common Area shall be owned and held by the Association for the common use and enjoyment of the University Club Plantation Project, and the Owners and occupants thereof, for the purposes set forth in the acquisition documents by the Association including, among others, environmental conservation, storm water management, recreation, landscaping and beautification, and related activities. As and to the extent permitted by law and subject to the provisions of this Declaration, the use and enjoyment of Common Area may be subject to the right of the Association to charge reasonable fees for the use of any service or facility of the Association associated with the Common Area, to enforce the collection of such fees by the suspension of use or otherwise, and to transfer or dedicate all or any part of such Common Area to any public agency, authority or utility on such terms and subject to such conditions as the Association may deem appropriate.

4.2 Community Common Elements. It is further contemplated that Community Common Elements may be acquired from time to time by any Community Association by means similar to those by which the Association may acquire Common Area, for the common use and enjoyment of such Community, and the Owners and occupants thereof, for purposes similar to those for which the Association may acquire Common Area, and that provision may be made in the instruments transferring, conveying or establishing such Community Common Elements for the use and enjoyment of such Community Common Elements by the University Club Plantation Project, and the Owners and occupants thereof, situated outside, as well as, inside that particular Community.

5. ASSESSMENTS

5.1 Imposition and Collection.

A. There may be imposed, assessed or charged against each Lot and Unit within the University Club Plantation Project, by the Board and in favor of the Association, maintenance charges (hereinafter sometimes collectively referred to as "Maintenance Assessments") and special assessments ("Special Assessments") for capital Improvements. Such Maintenance Assessments and Special Assessments imposed hereunder shall create a fund to be known as the "Maintenance Fund".

B. Each Owner of a Lot or Unit, by acceptance of title thereto whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Maintenance Assessments and any other assessments or charges hereby levied against such Owner. The Maintenance Assessments and any other assessments or charges hereby levied, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the Lots or Units and shall be a continuing lien and privilege upon the property as to which each such Maintenance Assessment or other assessment or charge is made.

C.¹ Any Maintenance Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the above described lien and privilege against the Owner's Lot or Unit, as provided below. Once any Maintenance Assessment or Special Assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for East Baton Rouge Parish, Louisiana. A real obligation, lien and privilege as herein provided for such Maintenance Assessment or Special Assessment shall attach simultaneously as the same shall become due and payable. The real obligation, lien and privilege of such Maintenance Assessment or Special Assessment shall include any late charge established by the Board, interest on the principal amount due at the above described past due interest rate, all costs of collection (including reasonable attorney's fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Maintenance Assessment or Special Assessment remains unpaid after sixty (60) days from the original due date, the Association may as the Board shall determine, institute suit to collect such amount and to foreclose its lien and privilege. The real obligation, lien and privilege provided for in this Section 5.1 shall be in favor of the Association, and by acceptance of title to a Lot or Unit, each Owner vests in the Association and its agents the right and power to bring all actions against the Person for the collection of such Maintenance Assessments or Special Assessments as a debt and/or to foreclose the aforesaid lien and privilege in the same manner as other liens and privileges relating to the improvement of immovable property. The Association shall have the power to bid on the Lot or Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

D. The President, Vice President, the Treasurer or the Manager of the Association shall, within ten (10) days of a written request and upon payment to the Association of such fee as is from time to time determined by the Board, furnish to any owner or such Owner's mortgagee which requests the same, a certificate in writing signed by such officer or manager setting forth whether the Maintenance Assessment or Special Assessment for which such Owner is responsible has been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Maintenance Assessment or Special Assessment state therein to have been paid.

5.2 Purpose of Maintenance Assessments. Maintenance Assessments and Special Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of the University Club Plantation, L.L.C., for the Improvement, maintenance and operation of the Common Area, including, without limitation, the maintenance and repair of any private streets within the University Club Plantation Project. Maintenance Assessments levied by the Association for each fiscal year shall be adequate to finance the operations and activities of the Association, to satisfactorily maintain the Common Area, and to

¹ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding the information in Section 5.1(C) have been amended.

establish and maintain adequate repair and replacement reserves. Except for the maintenance and repair of any private streets within the University Club Plantation Project which shall be mandatory, the use of the Maintenance Fund for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive.

5.3 Special Assessments for Capital Improvements. In addition to the Maintenance Assessment outlined above, there may be levied, assessed or charged against each Lot or Unit, by the Board in favor of the Association in any assessment year, a Special Assessment only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of capital improvements comprising part of the Common Area, including, without limitation, fixtures and movable property related thereto, or any other major unanticipated cost incurred by the Association, provided that any such assessment shall have the assent of a majority of the votes of Members voting in person or by proxy at a meeting duly called for that purpose, after notice, and with a quorum.

5.4 Meeting, Notice and Quorum. Written notice (sent by regular U.S. mail, postage prepaid) of any Members meeting shall be provided to the Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of Members entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, one or more subsequent meetings may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.5 Commencement of Maintenance Assessments. The Maintenance Assessments levied herein shall become effective as to all assessed Lots and Units on the first day of the month following the conveyance of the first Lot or unit to a Class A Member. The initial Maintenance Assessment shall be adjusted according to the number of months remaining after such effective date in the calendar year in which such effective date falls. The Board shall fix the amount of the Maintenance Assessment and any Special Assignment against each Lot and Unit at least thirty (30) days in advance of each assessment period. Notice of an assessment shall be provided to the Owners subject thereto at least thirty (30) days before the date on which payment of the Maintenance Assessment or Special Assessment is due. The due dates of Maintenance Assessments (whether annual, semi-annual, quarterly or monthly) shall be established by the Boards. However, failure by the Board to fix the Maintenance Assessment or Special Assessment for any year shall not be deemed a waiver with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay such Maintenance Assessment or Special Assessment or any installment thereof, for that or any subsequent year. In the event of such failure by the Board, each Owner shall continue to pay the Maintenance Assessment established for the previous year until the new Maintenance Assessment is established. The new Maintenance Assessment established by the Board shall be applied retroactively to the commencement of the then current assessment year, and the deficit, if any, shall be paid within thirty (30) days after receipt of a statement therefor.

5.6 Nonpayment of Assessments. Non-use of Common Area by Owner or occupant of a Lot or Unit assessed, or abandonment of a Lot or Unit assessed shall not relieve the Owner, Lot or Unit from liability for the Maintenance Assessment, Special Assessment or any other assessment imposed pursuant to this Article 5.

5.7 Subordination of the Lien and Privilege. The lien and privilege granted by law to secure any Maintenance Assessments, Special Assessments, or any other charge or assessment provided for herein shall be subordinated to any vendor's lien or the lien of any purchase money, construction mortgage and/or other mortgage on the assessed Lot or Unit until notice of the lien is recorded in the official records of East Baton Rouge Parish, Louisiana. Such lien or privilege shall not be affected by any sale or transfer of a Lot or Unit.

5.8 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Assessments, Special Assessments and all other charges and assessments created herein:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Area and Community Common Elements; and
- C. Units and Unimproved Lots owned by Declarant.

6. ARCHITECTURAL CONTROL

6.1 Basic Control.

A. No building or other Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto or demolition or destruction by voluntary action made thereto on any land within the University Club Plantation Project including, without limitation, the Common Area and Community Common Elements, until the obtaining of the necessary approval (as hereinafter provided) from the "Architectural Committee" (as herein after defined) of the construction plans and specifications for the construction or alteration of the Improvements or demolitions or destruction of existing Improvements by voluntary action. Approval shall be granted or withheld based on compliance with the provisions of this Declaration and any Supplementary Declaration, the Design Guidelines which may be established by the Architectural Committee, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation, so as to (i) promote those qualities of the environment which enhance the value of the Lots and Units in the University Club Plantation Project, (ii) foster the attractiveness and functional utility of the University Club Plantation Project as a place to live and work, and (iii) foster

a harmonious relationship among structures, vegetation and topography and the overall design of the University Club Plantation Project. The Design Guidelines established by the Architectural Committee may include without limitation, overall house image, scale, proportion and details along with appropriate and reasonable standards for exterior finishes and materials such that materials and finishes are desirable and may exclude any such exterior finishes or materials which it deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee's vision and desires are intended to encourage design creativity within a time tested framework that ensures individual yet compatible design character throughout the entire development. While each home design proposed will be reviewed based upon the criteria contained within the Design Guidelines, it is important to acknowledge that each submittal will also be reviewed based upon how well it related to and supports the overall goal of creating a compatible street scape and fits within the overall neighborhood. It is through understanding and then implementing the desired "appropriate" character that the quality and value of the overall neighborhood along with the financial investment of each homeowner may be maximized. The Committee will seek to encourage the created of aesthetically harmonious relationships among the homes within the Project and between the particular lot and home. The Committee will encourage the development of a Project of outstanding architectural statements, and the repetition of home designs will be limited. The Committee will encourage homeowners to select plans which have not been previously used in the Project. No similar house exterior designs within the line of vision of a like design will be allowed. No Contemporary or Victorian styles will be accepted. Only Classic, Time Tested, Regional, Traditional or Historic styles will be accepted.

B. In making its decision as to any Improvements or alterations, the Architectural Committee shall consider the following design standards: (i) validity of the design concept; (ii) effect on landscape and environment; (iii) relationship of structures and open spaces; (iv) protection of neighbors and the golf course with respect to access, drainage, sound and sign buffers, preservation of views and landscaping during and after completion of construction of the Improvements; (v) design compatibility with respect to scale, materials, color and construction details; (vi) quality of workmanship; and (vii) construction timetable.

C. All plans for construction projects within the Project must be prepared by a pre-approved architect or home designer. The architects and designers composing the pre-approved designers list have demonstrated that they understand and are willing to comply with the vision and goals as called for in the Design Guidelines or who in the Committee's opinion have produced previous work which would meet the development's high standards.

The Committee reserves the right to remove any architect or designer from the approved list. Two examples for cause of removal are: preparation of incomplete design review submittals; repeated submission of designs for approval which do not comply with the 'appropriate' character and detailed requirements as called for in the Design Guidelines.

D. The four required design review submittals and approvals are:

1. Preliminary
2. Final
3. Landscape
4. Exterior Colors

Two sets of plans for each submittal will be required. One set with Committee comments will be stamped and returned to the owner/builder; the other will be retained by the Committee.

1. Preliminary Plan Submittal

Preliminary Plan Submittal shall consist of two sets of Preliminary Plans including:

- A. Site Plan – including setbacks, servitudes, home and driveway placement, and tree survey overlay indicating all trees in excess of six (6”) inches in diameter, draining swales and/or subsurface drainage
- B. Front Elevation and Floor Plan
- C. Both Street Elevations on Corner Lots
- D. Golf Course Elevation for Homesites on the University Club Land
- E. Completed Design Review Application
- F. Submittal of Home Plan Design Review Fee
- G. Submittal of Landscape/Construction Damage Deposit

One set of Preliminary plans shall be retained by the Committee; the other set with Committee comments will be stamped and returned to the owner/builder. Preliminary plans must be approved prior to the drawing of Final Plans. This is to prevent the costly expense of redrawing of plans by architects and home designers and to expedite final approval. The completed review will contain denotations on the plans which will be required to be addressed in the final plan submittal.

2. Final Plan Submittal

Final Plan Submittal shall consist of two full sets of plans, drawn to scale 1/4" = 1 foot, including:

- A. Site Plan – including setbacks, servitudes, footprint of home, driveway placement, placement of HVAC equipment, tree survey overlay indicating all trees in excess of six (6”) inches in diameter, drainage swales and/or subsurface drainage (indicating flow of water) detail plus hardscape – including walls, fences, walkways, pools, gazebos, Pigeonniers, pergolas, or other detached structures.

B. All Building Elevations

All elevations must articulate materials, exterior finishes, windows, shutters, trim, fascia, details and other architectural detailing. Dimensions, details and locations of all architectural elements (For example: columns, dormers, shutters, chimneys, etc.) must be provided.

C. Floor Plans

The heated and unheated areas of the house shall be clearly noted on plans.

D. Roof Plans – must show plumbing penetrations

E. Door and Window Schedules

One set of Final Plans shall be retained by the Committee; the other set with Committee comments will be stamped and returned to the owner/builder.

Any changes to Final Plans after approval is given must be submitted to and approved by the Committee prior to implementation.

3. Landscape/Hardscape

Landscape Plan Submittal shall consist of two full sets of landscape/hardscape plans (drawn to scale 1" = 20' minimum) including:

A. Site Plan – including setbacks, servitudes, foot print of home, driveway placement, tree survey overlay indicating all trees in excess of six (6") inches in diameter, drainage swales and/or subsurface drainage (indicating flow of water) detail plus hardscape-including walls, fences, walkways, pools, gazebos, Pigeonniers, pergolas, or other detached structures.

B. Complete Landscape Plan and Specifications of plant material and bed preparation.

C. Detail of hardscape – Driveways, walks, fences, patios, courtyard walls, pool, decking, etc.

4. Exterior Color and Maintenance Submittals

The following must be submitted simultaneously for Committee review and approval prior to "black in" stage.

1. Bricks – Submit a sample of three to six (3-6) bricks with name.
2. Stucco or Synthetic Stucco – Submit a sample and give manufacturer and color name and number.
3. Shingles – Submit manufacturer name and color. Must be Composition architecturally cut.
4. Other Exterior Colors – Submit samples as well as name and number and manufacturer for each of the following. Indicate on submittal where each color is to be used.
 - a. Trim – (fascia, eaves and soffits)
 - b. Siding – Must be smooth, single board
 - c. Doors
 - d. Windows
 - e. Garage Doors
 - f. Other

Any changes in exterior colors or materials once approved must be submitted and approved prior to implementation. Samples of exterior colors and materials are retained by the Committee. One copy of each preliminary and each final submittal is retained by the Committee.

The initial schedule of required fees and deposits are as follows:^{2, 3, 4}

1. Design Review Fee..... \$300.00
Includes review of two (2) preliminary and two (2) final submittals of same home plan.
2. Additional Reviews \$200.00
Re-review of preliminary or final other than two (2) preliminary and two (2) final included in original \$300.00 fee.
3. Change of Plan Review Fee \$300.00
Includes fee for review when front elevation and/or floor plan are materially different from the one originally submitted.
4. Change to Final Approval Plan Review Fee \$100.00
Any changes to plans after final approval is granted or during construction.
5. Landscape Construction Damage..... \$500.00
Deposit
6. Additional Inspection \$100.00 each
After initial final inspection.

² As per the First Amendment, made effective March 2, 1999, the Landscape Deposit shall be \$500.00 and the Construction Damage Deposit shall be \$750.00

³ As per the Third Amendment, made effective December 14, 2000, restrictions regarding Review Fees have been amended.

⁴ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Review Fees have been amended.

The Architectural Committee may revise the above fees or impose additional fees in its sole discretion.

E. The following minimum building standards shall apply in the Project:^{5, 6}

1. Builder Approval.⁷ Builders of residents in the Project must be licensed residential contractors and must be approved by the Committee. In order to be approved, Builders must demonstrate to the Committee that they have previously built homes which meet the high standards of the Project.
2. Home Placement. In order to assure the location of the houses will be harmonious, that the maximum view will be available to and from each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar consideration, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure including swimming pools, fences, etc. upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
3. Square Footage. No resident shall be erected on any lot in the Project containing, (exclusive of porches, breeze ways, garages and carports, cabanas, workshops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "C".
4. Ceiling Height. All residences shall be constructed with at least ninety (90%) percent of the ceilings on the ground floor (according to square footage not less than (9') feet high.
5. Setbacks. Unless approved in advance by the Committee the front and rear minimum building set back lines shall be as shown on the Final Plat and the side minimum building set back shall be ten (10') feet. On corner lots, both sides facing the street shall be considered the front of the lot. Except as shown on the Final Plat the minimum rear set back line shall be twenty-five (25') feet. The Committee may approve variances to the minimum rear set back line.⁸

⁵ As per the Fourth Amendment, made effective March 31, 2006, restrictions regarding Dormers and Window Sills have been added to the minimum building standards.

⁶ As per the Fifth Amendment, made effective October 24, 2007, restrictions regarding Additions and Alterations have been added to the minimum building standards.

⁷ As per the Fifth Amendment, made effective October 24, 2007, restrictions regarding Builder Approval have been added to the minimum building standards.

⁸ As per the First Amendment, made effective March 2, 1999, except as shown on the Final Plat of each filing, the minimum rear set back line for each lot shall be twenty-five (25') feet for the main building and fifteen (15') feet for unheated and uncooled areas.

6. Drainage/Erosion. Lots shall be graded to direct drainage to the street, except for lots naturally sloping away from the street subject to the approval of the Committee. During construction, builders may use silt screen or bales of hay to control erosion and mud flow to streets, walkways and cart paths. During and after construction, erosion shall be controlled by completely sodding exposed slopes. The use of exposed drain pipe or impervious swale lining is prohibited; however, catch basins and buried drain pipe may be used. Drain pipe must go under sidewalk and terminate at curb with a catch basin and grade adjacent to curb to allow water to spill over curb and into road. Each homesite shall have drainage swales aligning the rear and side property lines sloping toward the street. Lot owners are responsible for maintenance of these swales at all times.
7. Driveway/Walkways. Driveways shall be constructed no nearer than one (1') foot from the side property line. A turning radius of not less than twenty-one (21') feet for entering the carport or garage shall be required. Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to fifteen (15') feet at the street curb. Driveways shall have a brick apron with a width of four bricks at the front of the driveway. No driveway shall be permitted adjacent to another except where the configuration of lots dictates it necessary and then it must be approved by the Committee. Walkways shall be constructed on each lot consisting of hard surfaced paths leading from the street or driveways to the front entrance of the home. Walkways shall be a minimum of forty-two (42") inches in width.⁹
8. Fences.¹⁰ All fence locations and details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-permitted fences. Gates are considered as part of fences and gate details must be submitted for approval. Walls or fences forward of the front elevations shall not exceed four (4') feet in height and shall not be constructed beyond the front building line. Chain link or wire fences are prohibited. Brick columns are allowed in courtyard style walls or fences ONLY and are prohibited in perimeter fences. On lots adjacent to the University Club Land, fences shall not be permitted without the approval of the Committee.

⁹ As per the First Amendment, made effective March 2, 1999, an apron with a width of at least six (6) bricks or approved stone material shall be required at the entrance of all driveways. Driveways shall be edged with brick to the nearest front building line. Driveways on corner lots accessing garages from side streets shall have brick edging extending to the garage wall.

¹⁰ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Fences have been amended.

9. Interior Lots. Perimeter fences shall be constructed of natural (unpainted/unstained) cedar or cypress. All board fences must be six (6') feet high, board must be dog-eared using only wood posts, shadowboxing style with three (3") inch spaces between boards alternating on both sides of the fence and must be built on the property line. Shadowboxing allows for a two sided fence, each side having equally finished appearance. Therefore, it is recommended that fence costs be shared by adjoining lot owners. Wrought iron, simulated wrought iron fences or anodized or painted aluminum perimeter fences are also allowed on interior lots.
10. Golf Course Lots/Lake Lots/Corner Lots.¹¹ Fences on Golf Course and Lake Lots shall be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum to a height of four (4') feet. No wood fences are allowed on these lots.
11. Address Numbers/Mailboxes. Address numbers shall be displayed on mailboxes ONLY. No address numbers shall be displayed on any part of the residence (i.e., doors, fascia, synthetic stucco, brick) once the home is completed and occupied. The Committee has pre-selected the type and style of mailbox and required property owners to select this style for their residence. Mailboxes shall be placed near the sidewalk or driveway close to the center of the lot.
12. Tennis Courts. Tennis Courts shall be soft color reds and greens. Black vinyl coated chain link fence and posts will be required for court fencing. Lights, if installed, may not intrude upon adjoining properties. A minimum setback of the greater of twenty-five (25') feet from the rear property line and/or the lakes' edge is required. Any tennis court design and location must be approved by the Committee.
13. Pools, Spas, Hot Tubs.¹² The design and location of pools, spas and hot tubs shall be subject to the approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences shall conform to city requirements and the requirements for fencing in these restrictions. Pools must have a minimum setback of the greater of fifteen (15') feet from the rear property line and/or lake's edge except on lots bordering the golf course where a twenty-five (25') foot minimum setback is required. The equipment, location and screening will receive close review.
14. Lakes. No waterborne vehicle or motorboat shall be allowed in the lakes. No swimming shall be allowed in the lakes.

¹¹ As per the Fourth Amendment, made effective March 31, 2006, Fences on Golf Course Lots, Lake Lots and Corner Lots shall be constructed of wrought iron or anodized or painted aluminum to a height of five (5') feet. No wood fences are allowed on these lots.

¹² As per the Fifth Amendment, made effective October 24, 2007, restrictions regarding Pools, Spas and Hot Tubs have been added to the minimum building standards.

15. Antennas, Outside Flagpoles, Satellite Dishes.¹³ Radio and television antennas and flagpoles shall be prohibited in the Project. The Design Review Committee may allow eighteen (18") inch Satellite dishes under the following conditions. Property owners must submit to the Design Review Committee a request for permission to install an eighteen (18") inch Television Receiving Dish. Dishes must be ground mounted and not visible from the street or any adjoining property. The signal must not interfere with the reception of television on radio signals upon any other properties. The property owner must submit a site plan showing the exact location of the proposed dish. The Design Review Committee will have the authority to grant or deny any request on a case by case basis.
16. Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rugs, or other items be hung from any railing, fence, hedge or wall.
17. Exterior/Security Lighting. Exterior site lighting shall not infringe upon adjacent/neighbors or any public way. Utility poles shall be prohibited.
18. Outside Music. Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the Committee. Outside musical shall not be played so loudly that it is considered a nuisance by neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance.
19. Alarm Systems. All homes shall be prewired for alarm systems. Alarm systems shall be tied into the sheriff's office or an alarm control center. Audible alarms are discouraged. If audible alarms are installed they must have automatic cutoffs.
20. Foundations. Foundations should be properly designed by a structural engineer, or the builder, designer or architect of the home. The Developer does not warrant soil conditions. City Parish regulations should be reviewed carefully for slab elevation requirements. If over eight (8") inches of slab is showing, it must be camouflaged by brick ledge or by screening with continuous landscape materials.
21. Maximum Building Heights. Within all parcels, the maximum height of the home and accessory buildings shall be thirty-eight (38') feet measured from the finished grade of the lot to the highest peak of the roof. Buildings shall be limited to two and one half (2 1/2) stories.

¹³ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Antennas, Outside Flagpoles and Satellite Dishes have been amended.

22. Exterior Materials/Colors.¹⁴ The exterior of the home and accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), brick or siding approved by the Committee. All brick must be antique brick. Fake stone and lava rock are expressly prohibited. All siding must be wood or smooth synthetic single board lap siding subject to the approval of the Committee. Exterior colors, including siding, trim, brick, roof materials and color must be approved by the Committee prior to their installation and prior to black-in. Installation on non-approved colors/materials may result in mandatory removal and replacement. Any changes in exterior colors or materials must be approved by the Committee, as must be all changes to plans. The Committee recommends the use of subdued, historically correct colors. No bright or “strong” colors will be accepted. Color will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.
23. Window Coverings.¹⁵ No foils, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. For temporary window coverings, the committee suggests the use of inexpensive shades until permanent window coverings are installed. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. Screens on windows should be submitted with plans. If added to home later, details and location must be submitted to Committee for approval.
24. Window Units. Window mounted air-conditioning or heating units may be used in non-living area space ONLY, such as garages. They must be installed, however, in such a way that they are not visible from the street, golf course or lakes.
25. Doors. Solid core wood doors on the front elevations, corner elevations and Golf Course elevations are required. Garage doors and side doors where there is not a roof overhang must be painted metal panel doors, and/or glass subject to the approval of the Committee. Details, with photos if possible, must be submitted to the Committee for approval.¹⁶

¹⁴ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Exterior Materials/Colors have been amended.

¹⁵ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Window Coverings have been amended.

¹⁶ As per the First Amendment, made effective March 2, 1999, all door units incorporated in entry systems in the front elevation of a residence shall be a minimum of seven (7') feet in height.

26. Windows. Wood windows shall be required on all elevations facing or viewed from streets on rear elevations facing the University Club Land. Divided lights shall be required on front elevations unless deemed inappropriate by the Committee. True divided lights are strongly recommended especially on elevations facing or viewed from the street or golf course.¹⁷
27. Shutters. Where shutters are deemed appropriate, only wood will be allowed. Shutter width should be proportionate to the window (1/2 the window width). All shutters must be functional. All shutters must be approved by the Committee. Shutter details must be shown on elevation drawings, including the number of battens. Shutter width should be proportionate to the window when possible on picture windows. Closed shuttered windows shall have battens showing, but the window shall be framed and the attendant appropriate hardware shall be included.
28. Fascia, Eaves & Soffits. Fascia, Eaves, and Soffits shall be constructed of wood. No synthetic material will be permitted.
29. Gutters.¹⁸ All roof gutters shall be half round with round downspouts. Gutter colors must be submitted for approval.
30. Roof. The pitch of the main roof should be not less than an 8:12 pitch. The Committee may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the house. Recommended roof material colors are browns and grays. All colors must be approved by the Committee. English tiles along the ridges are encouraged. No black roof material will be allowed. False shadowline shingles will not be allowed.

The minimum roof composition requirement in The University Club shall be composition architecturally cut shingles. Other roofing, materials which may be used are laminated composition architecturally cut shingles, true slate, imitation slate or cedar shake shingles. Other roofing materials will be considered, however, all roofing materials must be approved by the Design Review Committee.

31. Ridge Vents. Only shingle covered or English Time covered ridge vents will be allowed.

¹⁷ As per the First Amendment, made effective March 2, 1999, clad windows with permanently attached simulated divided lights or true divided lights may be permitted by the Committee. The color of cladding shall be submitted to and subject to approval of the Committee.

¹⁸ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Gutters have been amended.

32. Skylights/Solar Collectors. Skylights shall not be located on the front elevation or portion of the home. Only flat skylights/solar collectors shall be allowed. No bubble skylights will be permitted. Solar collectors may be placed in the rear of the homes only. Skylights and solar collectors must be properly located and clearly shown on plans when submitted and must be approved prior to implementation. Details and dimensions must be included in submittal.
33. Chimneys/Stack Vents. All exposed portions of chimneys must be brick stucco or synthetic stucco. Chimney caps are required and materials may be brick, slate, terra cotta, bronzed anodized aluminum or copper. All roof penetrations are to be painted the color of the roof and must be located in the rear of the home where possible or the least visible section of roof mass. If for any reason the building, plumbing or electrical codes require the stack vents to be in any location other than the rear of the home, these stack vents must be composed of copper. (Plans must show height and width dimensions of chimneys). Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.
34. Garages/Carports. All lots shall have enclosed garages. All lots adjacent to the golf course and lakes must have garages with auto courts located in from the home or in the same plane with entry which is not front loading. Garages should be designed to blend with the main home utilizing the same materials and details. Garages shall have a minimum inside clearance of 20'x20". For Garage doors with glass, a picture or drawing must be submitted to the Committee for approval. No false arch or decorative glass inserts will be allowed. Garages should be sufficient size to accommodate a minimum of two and not more than four automobiles plus boat port. All boats and recreational vehicles shall be stored inside the garage and shall not be parked or stored in the driveway or on a public street. All garages must be equipped with fully operational automatic garage door openers activated by remote control. Garage doors may be constructed of wood or painted metal. Garage doors must be raised panel. All garage doors must remain closed except for ingress or egress. Windows in garages that face the street must have appropriate window treatments to screen garage interior from the street.¹⁹
35. Gazebos/Pigeonniers. Gazebos, Pigeonniers, pergolas and other detached structures should relate architecturally to the design of the home in both form and material. Details and location of all detached structures must be submitted for approval with the landscape plan and must be approved by the Committee.
36. Storage Sheds. Storage sheds must be attached to the home or garage and shall be constructed of the same-materials as the residence. No prefab, free-standing structures shall be permitted.

¹⁹ As per the First Amendment, made effective March 2, 1999, all overhead garage doors shall have a minimum height of eight (8.0') feet.

37. A/C compressors, Utility Boxes, Gas/Electric Meters, Pool Equipment.²⁰ All air-conditioning compressors, utility boxes, gas/electrical meters and pool equipment must be visually screened from the street, golf course, and from side yard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Committee for approval.
38. Garage Apartment. No garage apartment shall be built on any lot.
39. Servitudes. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat of the Project. Overhangs in servitudes will not be allowed without the written consent of the Committee and approval from the appropriate governmental authority.
40. Re-Subdivision. No Lot shall be re-subdivided; provided, however, this restriction shall not prohibit the use of more than one (1) Lot for one residence.
41. Underground Utilities. This subdivision will be served by underground utilities only. Electric service from the electric distribution system to a residence must be underground.
42. Completion Schedule. Once construction of a residence or any additional or outside structure has commenced it must be completed within twelve (12) months.

²⁰ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding AC Compressors, Utility Boxes, Gas/Electric Meters, Pool Equipment have been amended to include restrictions regarding Generators.

F. The following landscape standards shall apply in the Project:

1. Trees.²¹ The owner shall plant one (1) tree per 2,000 square feet of Lot area, meaning that on an average Lot of 10,000 square feet, five (5) trees would be required. The trees must be a minimum three (3") inch caliper, diameter measured twelve (12") inches above the ground. Multiple trunk, fruiting and flowering trees are encouraged; however, if they are to qualify as a required tree at least one cane or trunk must be three (3") inch caliper. The number of required new trees may vary depending upon the number of existing trees, as credit is given for existing trees and size of installed new trees. The Committee may grant some variances for rear yard areas in the case of pools.

50% of the trees shall be planted in the front yard with the remaining fifty percent (50%) planted elsewhere on the lot. The Owner must plant a minimum of fifty (50) shrubs, three (3) gallon size minimum, of which 50% are to be planted in the front yard. This requirement may be altered by the Committee depending on size of material and overall appearance. Miniature/dwarf plants will not count toward minimum requirements.

2. Beds. Landscape flower and shrub beds shall be a minimum of four (4') feet in width immediately in front of all main building lines.
3. Plans.²² Two (2) sets of landscape plans and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted for approval. Bed preparation specifications must be submitted with landscape plans for Committee approval. Landscape plans should be submitted with house plans, but in any event, no later than "black in" stage. The entire front elevation of the home (on corner lots both street elevations) must be landscaped upon completion of the home and prior to occupancy by the homeowner. Golf course elevation must be completed within 60 days of move in. Landscape Damage Deposit will be held until landscaping is completed. Within one (1) year thereafter, the remainder of the landscape planting must be completed. All landscape architects and contractors should follow Louisiana Nursery Specifications and Standards.

²¹ As per the Third Amendment, made effective December 14, 2000, optional variances to the original tree requirements have been established.

²² As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Landscape Plans have been amended.

If Owner moves in or occupies the home prior to its completion or the completion of landscaping, the Owner shall forfeit the Construction/Landscape Damage Deposit.

The Recommended Plant Materials List below contains suggested plant materials. These materials were chosen for their compatibility with both the Baton Rouge climate and the overall design theme. Other trees, shrubs and grounded covers may be used with the approval of the Committee.

University Club Plantation Recommendation Plant Material List.

TREES²³

Large

Live Oak
Willow Oak
Southern Red Oak
Cherry Bark Oak
Cypress

Medium

River Birch
Swamp Red Maple
Bradford Pear
Silver Maple
Drake Elm

Savannah Holly
American Holly
Weeping Willow
Sweet Bay Magnolia

Small

Crepe Myrtle
Yaupon Holly
Sweet Olive
Parasol Tree
Windmill Palm
Japanese Maple

Oriental Magnolia
Cherry Laurel
Wax Myrtle
Southern Crabapple
Purple Lead Plum

SHRUBS

Boxwood
Eleagnus
Pittosporum
Philodendron
Hydrangea
Camellia
Ligustrum

Hollies
Red Tip Photinia
Indian Hawthorn
Pyracantha
Dwarf Azalea
Gardenia
Abelia

Nandina
Spirea
Mahonia
Banana
Azalea
Sapo Palm
Fatsia

²³ As per the Third Amendment, made effective December 14, 2000, the list of recommended trees and sizes has been updated.

VINES

Carolina Yellow Jasmine
Confederate Jasmine
Wisteria
Fig vine
English Ivy

GROUND COVERS

Liriope	Asian Jasmine	Ajuga
Monkey Grass	Blue Pacific Juniper	Aspidistra
Louisiana Iris	Wood Fern	Ardisia
Asparagus Fern	Daylilies	Indigo

GRASSES²⁴

Centipede (certified centipede recommended)
Bermuda
St. Augustine

6.2 Architectural Control Committee.

A. The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Committee (sometimes herein referred to as the “Architectural Committee” or the “Committee”) for the University Club Plantation Project, which will be selected by the Declarant until the Control Transfer Date. The Architectural committee shall be composed of not less than three (3) not more than five (5) members. Prior to the Control Transfer Date, it is not necessary for the Architectural Committee to be composed of any Owners. The authority of the Declarant to select the Architectural Committee shall cease and terminate upon the occurrence of the Control Transfer Date, in which event such authority shall be vested in and exercised by the Architectural Committee elected by the Association from and after the date of their election except as to plans and specifications and plot plans previously submitted to the Architectural Committee as to which the members of the Architectural Committee selected by the Declarant shall continue to exercise architectural control authority.

B. Upon the occurrence of the Control Transfer Date, the Declarant shall cause a statement of such circumstances to be placed of record in the Office of Register of Conveyances of East Baton Rouge Parish, Louisiana (which statement shall include the Control Transfer Date).

²⁴ As per the Sixth Amendment, made effective October 8, 2013, the list of recommended grasses has been amended to include *Zoysia*.

C. The Declarant shall have the right to discontinue the exercise of architectural control privileges and transfer to the Association the right to elect the Architectural Committee at any time prior to the Control Transfer Date by filing a statement to such effect in the Office of the Register of Conveyances of East Baton Rouge Parish, Louisiana.

D. The Architectural Committee members initially elected by the Association shall serve a two (2) year term. Thereafter, the Board shall determine the length of the term of the Architectural Committee members, which in no event shall be less than one (1) year or more than two (2) years.

The removal or replacement of any member of the Architectural Committee shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged on behalf of the Declarant or by the Secretary of the Board.

E. Upon the death, resignation, refusal or inability of any member of the Architectural Committee selected by the Association to serve, the Board, by majority vote, shall fill the vacancy by appointment, and the person appointed shall complete the unexpired term of his predecessor.

F. If the Board should fail or refuse to take any action herein provided to be taken by the Board with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Architectural Committee members, and such failure or refusal continues for a period of sixty (60) days then the Declarant may validly perform such function.

The members of the Architectural Committee shall be entitled to such compensation for services rendered and for reasonable expenses incurred as may, from time to time, be authorized or approved by the Declarant or Association, respectively and shall be entitled to retain architects, engineers and contractors on a fee basis to assist the Architectural Committee in reviewing plans and specifications and inspecting Lots and Improvements. All such sums payable as compensation and/or reimbursement shall be payable only out of the Maintenance Fund. The Architectural Committee may establish and change fees for review of plans, inspections or other services.

6.3 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Architectural Committee fails to approve or disapprove in writing any plans and specifications and plats received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved.

6.4 Effect of Approval. The granting of the approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Architectural committee that plans and specifications are in compliance with the terms and provisions of this Declaration, and such approval

shall not constitute any waiver or estoppel in the event that such building and/or Improvements are not constructed in accordance with such plans and specifications and plot plan or in the event that such building and/or Improvements are constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof.

Upon approval of the Owner's plans and specifications, no further approval under this Article 6 shall be required with respect thereto, unless such construction has not substantially commenced within one hundred eighty (180) days of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.), such plans and specifications are materially altered or changed during the construction of the Improvements or the Improvements are not constructed in accordance with the approved plans and specifications. Once construction has commenced, construction shall be prosecuted diligently until completion, which shall occur no more than one (1) year following the commencement of construction, subject to delays ("Excused Delays") caused by events beyond the reasonable control of the Owner. During the construction process, the Owner shall not permit delays, other than Excused Delays, of more than forty-five (45) consecutive days.

6.5 Minimum Construction Standards; Inspections. The Architectural Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Architectural Committee shall not be bound thereby. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all other Improvements on the Lot) are constructed in accordance with (a) the Plat, (b) this Declaration, (c) East Baton Rouge Parish and other governmental regulations, (d) minimum acceptable construction standards as promulgated from time to time by the Architectural Committee and (e) Architectural Committee regulations and requirements, the Architectural Committee may conduct certain building inspections and the Owner, in the construction of all Improvements, shall hereby be subject to such building inspections and building inspection, policies and procedures as established from time to time by the Architectural Committee.

6.6 Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of this Declaration, the Design Guidelines or minimum acceptable construction standards or regulation and requirements as promulgated from time to time by the Architectural Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

6.7 Notice of Noncompliance. If, as a result of inspections of otherwise, the Architectural Committee, at any time following the commencement of construction of Improvements, finds that any construction (a) has been done without obtaining the approval of the Architectural Committee, (b) was not done in conformity with the approved plans and specifications and plot plan or (c) is not being prosecuted in the manner required by this Declaration and applicable construction guidelines, the Architectural Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Architectural Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Board may, at its option, record a Notice of Noncompliance against the Lot, Unit or other land within the University Club Plantation Project on which the noncompliance exists, and/or may otherwise remove or correct such noncompliance (including, without limitation, removing any Improvements which are not completed within one (1) year following the commencement of construction, subject to Excused Delays, and any such action by the Board or by representatives of the Board, shall not constitute trespass, conversion or otherwise result in the imposition of liability against the Architectural Committee, Board or designated representative of the Board who removed such Improvement(s) and the Owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall constitute a Reimbursement Assessment and shall be a continuing lien (secured by the same lien which secures the Maintenance Assessment). The right of the Board to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board may have a law, in equity, or under this Declaration to cure such noncompliance. Notwithstanding the foregoing, if no Notice of Noncompliance is recorded in the public records of East Baton Rouge Parish, Louisiana on or before sixty (60) days after completion of the Improvements, the Improvements shall be deemed to be in compliance with approved plans and specification.

6.8 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Committee or Board with respect to the construction of any Improvements within the University Club Plantation Project. Specifically, the approval by the Architectural Committee or Board of any such construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar construction or any similar proposals, plans, specification or other materials submitted with respect to any other construction by such Person or other Owners.

6.9 Disclaimer. No approval of plans and specifications and not publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any safety or legal requirements. No person exercising any prerogative of approval or disapproval shall incur any

liability by reason of the good faith exercise thereof. Further, neither Declarant, the Association nor the Architectural Committee shall be responsible or liable for any defects in any plans and specification submitted, revised, or approved pursuant to the terms of this Article 6, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such approved plans and specifications.

7. DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Declarant's written notice to the Association of Declarant's termination of the rights described in Article 7 hereof. These rights and reservations shall be deemed accepted and reserved in each conveyance of land by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any land within the Common Area is conveyed by Declarant. These rights, reservations and easements shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

7.2 Right to Construct Additional Improvements in Common Area. Declarant shall have and hereby reserves the right (without the consent of any other Owner, the Association or any Community Association), but shall not be obligated, to construct additional Improvements within the Common Area at any time from time to time in accordance with this Declaration for the Improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such Improvements to the Association on or before the Control Transfer Date, and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Declarant's Rights to Use Common Area in Promotion and Marketing of the University Club Plantation Project and Annexable Land. Declarant shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the Declarant's promotion and marketing of land within the boundaries of the University Club Plantation Project and Additional Land. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the University Club Plantation Project and Additional Land; may use vehicles and equipment within the Common Area for any purposes; and may permit prospective purchasers of property within the boundaries of the University Club Plantation Project and Additional Land, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; any may refer to the services offered by the Association in connection with the development, promotion and marketing of the University Club Plantation Project and Additional Land.

7.4 Declarant's Rights to Complete Development of the University Club Plantation Project. No provision of this Declaration shall be constructed to prevent or limit Declarant's right (or require Declarant to obtain any approval) to (i) complete development of the real property within the boundaries of the University Club Plantation Project and Additional Land; (ii) construct, alter, demolish or replace Improvements on any real property owned by Declarant within the University Club Plantation Project or Additional Land; (iii) maintain model homes, storage areas, office for construction, initial sales, re-sales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the University Club Plantation Project; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the University Club Plantation Project and Additional Land; (v) excavate, cut, fill or grade any property owned by Declarant; or (vi) require Declarant to seek or obtain the approval of the Architectural Committee or of the Association for any such activity or Improvement to property by Declarant on any property owned by Declarant. Nothing in this Article 7 shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

7.5 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to use the private streets and roads for access throughout the University Club Plantation Project and to grant or create temporary or permanent servitudes for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to the development, sale, operation and maintenance of the property within the University Club Plantation Project, located in, on, under, over and across (i) the Lots or other property owned by Declarant or the Association, (ii) the Common Area, and (iii) existing utility servitudes.

7.6 Declarant's Rights to Convey Additional Common Elements to the Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and Improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

7.7 Servitudes and Restriction in Favor of University Club Land. Declarant hereby grants and dedicated for the benefit of the Tiger Athletic Foundation, as Owner and ground lessor, and the University Club of Baton Rouge, L.L.C., as lessee, of the University Club Land the following servitudes and restrictions:

- A. Utility Servitudes. The right and servitude for the installation, maintenance, repair, replacement and use within the Common Areas and those portions of Lots dedicated for utilities of utility facilities and distribution lines, including, without limitation, drainage systems, storm, sewers, and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines, and the right and servitude for the drainage and discharge of surface water onto and across the Project provided that such drainage and discharge shall not materially damage or affect the Project or any improvements from time to time located thereon.

- B. Pedestrian and Golf Cart Paths. The right and servitude on, over, and across the Common Areas, and for all members, guests and other authorized users of the golf course located on the University Club Land for the use of pedestrian and golf cart paths serving the golf course located on the University Club Land.
- C. Construction, Maintenance and Repair. The right and servitude on, over, through, under and across the Common Areas and the portions of the Lots described below for the purpose of constructing such improvements on the University Club Land shall desire from time to time, and for maintaining, repairing, and replacing such improvements, provided the Owner or lessee shall not use such servitude so as the unreasonably interrupt or interfere with any Owner's use of the Common Areas or the Lots, and shall promptly repair and restore any damage caused by the use of the right and servitude granted herein. In addition, there is hereby reserved for the benefit of the Owner or lessee, its agents, employees, successors and assigns the right and servitude (but not the obligation) to enter upon any unimproved portions of Lots which are located within fifty (50') feet from the water's edge of any lake, pond, or other body of water located on the University Club Land, for the purpose of moving such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.
- D. Golf Course Maintenance. The non-exclusive right and servitude over and across the Common Areas, and the portions of the Lots described below which are contiguous to the fairways and greens of the golf course or courses located on the University Club Land. This reserved right and servitude shall permit, but shall not obligate, the Owner or lessee and its agents, employees, successors, and assigns to maintain or landscape the area encumbered by such servitude. Such maintenance and landscaping shall include planting of grass, watering, application for fertilizer, mowing and the removal of underbrush, stumps, trash or debris, and trees of less than two (2") inches in diameter. The area encumbered by this servitude shall be limited to the Common Areas and the portion of the Lots within the Golf set back as shown on the Final Plat or within fifty (50') feet of the water's edge of any lakes, ponds, or other bodies of water abutting the golf course: provided, however, the Lots shall be subject to this servitude only until the landscaping plan for such Lot has been approved and implemented pursuant to this Declaration.

- E. Entry by Golfers. Each Lot and any portion of the Common Areas which are contiguous to a golf fairway or green located on the University Club Land shall be subject to the right and servitude on the part of registered golf course players and their caddies to enter upon the portion of the Lot or the Common Areas within the Golf Setback shown on the Final Plat, to remove a ball, with such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter on any such Lots or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot or Common Area, or in any way commit a nuisance while on the property.
- F. Landscaping Plan Approval. The landscaping plan for any Lots and the portions of the Common Areas contiguous to any golf course located on the University Club Land shall, for the Common Areas and that portion of such Lot, which is within the Golf Setback as shown on the Final Plat, be in general conformity with the overall landscaping plan of the golf course, and shall be subject to owner's and lessee's prior right of approval, which approval shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no solid line of fence, wall, building or shrubbery will be permitted within the Common Areas or the Golf Setback. There is hereby reserved over and across the Common Areas and the portion of those Lots within the Golf Setback, the right and servitude of light, air, and view for the benefit of the adjacent golf course located on the University Club Land.
- G. Access. The non-exclusive right and servitude of passage over all streets located in the Property or Additional Land submitted to this Declaration. This servitude shall permit the owner and lessee, its agents, employees, successors and assigns, and their members, guests, or invitee's to traverse the streets while traveling to and from the University Club Land.
- H. Golf Course Use. Owners of Lots contiguous to all golf course fairways and greens, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would distract the playing qualities of the golf course located on the University Club Land. Such prohibited activities shall include but not be limited to, burning materials where the smoke will cross the golf course, any activity creating excessive noise, maintenance of dogs or other pets under conditions which interfere with golf course play to their loud barking or other actions, running or walking on the fairways, picking up balls, or similar interferences with play.

- I. Golf course Servitude Over Lots. The non-exclusive right and servitude over and across the Common Areas and the Lots for the following purposes:
 1. Flight of golf balls over, across and upon the Common Areas, the Lots and any improvements located thereon:
 2. Creation of noise during daylight hours related to the playing of golf and at all times related to the maintenance and operation of the Golf Course and related facilities:
 3. The unintentional overspray of lawfully permitted herbicides, fungicides, pesticides, fertilizers and water.
- J. Release of Liability. The Tiger Athletic Foundation, as Owner and lessor, The University Club of Baton Rouge, L.L.C., and the Declarant, their principals, officers, agents or employees shall not be liable or responsible to the Owners, or their guests or invitees, and are expressly released and held harmless from and against any damage to property or injury or death to persons resulting from or in any way related to the use of the University Club Land for golf and related activities and other country club activities by members of the golf course, guests or invitees. By purchasing a Lot in the Project, Owners shall be deemed to have expressly agreed and consented to this waiver of claims and release of liability.

8. DUTIES AND POWERS OF THE ASSOCIATION

8.1 General Duties and Powers of the Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or through persons to whom the Board has delegated such powers (and subject to the provisions of the By-Laws), shall have the duties and powers set forth in this Agreement and, in general, the power to do anything that may be necessary or desirable to further the common interested of the Members, to maintain, improve and enhance the Common Area and to improve and enhance the attractiveness, desirability and safety of the University Club Plantation Project and any portion of the Additional Land which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent and attorney-in-fact for all Members of the Association and to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

8.2 Duty to Accept the University Club Plantation Project and Facilities Transferred by Declarant. The Association shall accept title to any property, including any Improvements thereon and personal property transferred to the Association by Declarant, and equipment related thereto, together with the responsibility to perform any and all administrative and maintenance functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, servitudes, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Declarant shall be within the boundaries of the University Club Plantation Project or Additional Land. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the board, be transferred to the Association

free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any Supplementary Declaration annexing such property to the Association, and all servitudes, covenants, conditions, and restrictions or other encumbrances which do not materially affect the use and enjoyment of such property by the Association or by the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board, no property or interest in property transferred to the Association by the Declarant shall impose upon the Association any obligation to make monetary payments to Declarant or any affiliate of Declarant including, but not limited to, any purchase price, rent, charge or fee.

8.3 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Area and keep the same in an attractive and desirable condition for the use and enjoyment of the Members. The authority to operate, manage and maintain the Common Area shall include, but not be limited to the following: establishment, operation and maintenance of a guardhouse and security patrol for the University Club Plantation Project at the option of the Association; operate recreational facilities; landscaping (including the installation and maintenance of a sprinkler system); maintenance, repair and replacement of any private roads and streets, roadside ditches and culverts, culvert pipes underneath streets, bridges, traffic control Improvements (traffic signals and street lights); maintenance and operation of any lakes owned by the Association; maintenance of roadside ditches and swales; and mowing of street right-of-ways and roadside ditches and swales and other portions of the University Club Plantation Project.

8.4 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Common Area and shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessments or the foreclosure of any lien for such tax or assessment, and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest in penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

8.5 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable Improvements and personal property owned by the Association, including coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake and war risk. Casualty, fire and extended coverage insurance with respect to insurable improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost.

8.6 Disbursement of Proceeds. Proceeds of insurance policies shall be used to replace, repair or reconstruct damaged portions of the Common Area. Any proceeds remaining after defraying such costs of repairs, replacement or reconstruction of the Common Area shall be retained by and for the benefit of the Association.

8.7 Damage and Destruction. Immediately after the damages or destruction by fire or other casualty to all or any party of the Common Area covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 8.7, means repairing or restoring the damaged or destroyed property to substantially the same condition in which it exists prior to the fire or casualty.

8.8 Repair, Replacement and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired, replaced or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion or any repair or reconstruction. If the funds available from said Special Assessment exceed the cost of such repair, replacement or reconstruction, such excess shall be deposited for the benefit of the Association.

8.9 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage including, but not limited to, if the Association, is or operated motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership, and operation of motor vehicles. Public liability insurance (for other than motor vehicle liability) shall, to the extent reasonably obtainable, have limits of not less than Three Million and No/100 (\$3,000,000.00) Dollars combined single limit coverage.

8.10 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association, each Member and any person claiming by, through or under such Member and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by the Association shall, to the extent reasonably possible and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured an shall contain a waiver of rights of subrogation as against Declarant. Insurance policies and insurance coverage shall be reviewed at least annually by the Board to ascertain whether coverage under the policies is sufficient in light of the current value of the Common Area and in light of the possible or potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area and other property of Declarant.

8.11 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain director's insurance and such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

8.12 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Area.

8.13 Duty to Levy and Collect Fees, Charges and Assessments. The Association shall levy, collect and enforce the Maintenance Assessments, Special Assessments, and other charges and assessments as elsewhere provided in this Declaration.

8.14 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including Improvements and movable property. The Association may construct Improvements on the Property and may demolish existing Improvements.

8.15 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulation ("Rule and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Area and the use of any other property within the Common Area, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied (as to all Owners, if applicable, and to Owners of similarly restricted Lots). Such Rules and Regulations shall be effective only upon adoption by resolution of the Board. Notice of the adoption, amendment or repeal of any Rule and Regulation shall be given by posting any such Rule or Regulation for thirty (30) days after the date of adoption in the Association office, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall ensure that such Member's "Related Users" (as hereinafter defined) comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

8.16 Power to enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in [ii] or [iii], below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and each "Related User" (defined herein as a Member's relative, tenant, guest, invitee or contract purchaser who occupies the Owner's Lot or Unit). Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations of the Association by any one or more of the following means: (i) by entry upon any property within the Project after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the Improvement situated thereon by the Owner or any other person) without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise without the necessity of any bond; (iii) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (iv) by exclusion from recreation facilities within the Common Area during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case such exclusion shall continue for

so long as such breach continue; (v) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (vi) by levying and collecting, after notice and hearing, an assessment (the "Reimbursement Assessment") against any Member for breach of this Declaration or the Rules and Regulations by such Member or a Related User which assessment shall reimburse the Association for the costs incurred by the Association occasioned by the conduct of an Owner or by the family, tenants, agents, guests or invitees of the Owner; (vii) by levying and collecting, after notice and hearing, reasonably and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (viii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees, incurred by the Association with respect to exercising such remedy. The Reimbursement Assessment provided for in this Section 8.16 shall be levied by the Board and the payment thereof enforced in the same manner as the payment of Maintenance Assessments.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner and afford the Owner a hearing, as more particularly described in the By-Laws. If, after a hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

8.17 Power to Provide Public Functions. The Association shall have the power, but no obligation, to acquire, construct, operate, manage, maintain, repair and replace utilities, and additional public facilities, and to provide other Functions as more particularly described in this Declaration.

8.18 Power to Provide Special Services to Members. The Association shall have the power, but no obligation, to provide services to a Member or group of Members. Any service or services to a Member or group of Member shall be provided pursuant to an agreement in writing, which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including its proportionate share of the overhead expenses of the Association and shall contain reasonable provisions assuring that the obligation to pay such services shall be binding upon any heirs, personal representatives, successors or assigns of the Member or group of Members and that the payment of such services shall be secured by a lien on the property of the Member or group of Members as provided for in Article 5 of this Declaration.

8.19 Power to Grant Servitudes. In addition to any blanket servitudes described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such servitudes in, on, over or under the Common Area. Additionally, the Association shall have the power to grant access, utility, drainage, water facility and other similar servitudes in, on, over and under the portion of such Lots within the restricted building setback area provided that such servitudes do not unreasonably interfere with the Owners' use and enjoyment of such Lots.

8.20 Power to Convey and Dedicate Property to Government Agencies. The Association with the approval of the Declarant prior to the Control Transfer Date, shall have the power to grant,

convey, dedicate or transfer any Common Area (including private streets and roads) or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

8.21 Power to Borrow Money and Mortgage Common Area. The Association, with the prior written approval of the Declarant if prior to the Control Transfer Date, shall have the power to borrow money (including, without limitation, borrowing money from Declarant) and to encumber the Common Area as security for such borrowing, subject to the limitations provided elsewhere in this Declaration and the By-Laws with respect to required approvals and consents to such action. With respect to any mortgage encumbering the Common Area, the lender's rights thereunder shall be limited to the right, after taking possession of such Common Area following the lender's foreclosure of the mortgage, to charge reasonable admission and other fees (except for any use or other fee relating to the Owners' use of the streets within the Project, which type of fee is not permissible) as a condition to the continued enjoyment thereof by the Members, if necessary, until the mortgage debt is satisfied, whereupon the exclusive possession of such Common Area shall be returned to the Association.

8.22 Power to Employ Manager. The Association shall have the power to retain and pay for the services of a manager or managers to undertake the management of any of the Functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

8.23 Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay legal, accounting and other professional services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

8.24 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana nonprofit corporation formed under the Laws of the State of Louisiana, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation and By-Laws and to do and perform any and all acts which may be deemed necessary to desirable for, or incidental to, the exercise of any of the excess powers or rights of the Association under this Declaration, the Articles of Incorporation and By-Laws.

9. NOTICE OF SALE OF LOT OR UNIT; CERTIFICATE OF COMPLIANCE

9.1 Notification of Sale of Lot or Unit. When a contract for the sale by and Owner other than Declarant of a Lot or Unit has been executed, the selling Owner of the Lot or Unit shall give the Board reasonable written notification of the date, time and place of the closing of the sale. Thereupon the Board may prepare a certificate of compliance as provided in Section 9.2 and deliver it within a reasonable time to the place of closing. Outstanding assessments and charges, if any, and reasonable costs for correcting any other non-compliance, if any, shall be deducted from the selling Owner's account at the closing and transmitted directly to the Association.

9.2 Certificate of Compliance. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments and any charges on a specified Lot or Unit have been paid as the date of preparation of such certificate. A properly executed certificate of the Association as to the status of a Lot or Unit shall be binding upon the Association as of the date of its issuance.

10. GENERAL RESTRICTIONS APPLICABLE TO LAND

All real property within the University Club Plantation Project shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to the exemptions of Declarant set forth in this Declaration.

10.1 Usage. Lots may be used for single family residential purposes ONLY. No Lot shall be used for any other purpose, such as apartment houses or offices which are used for the conduct in the home of occupations such as medical or business or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. (No Lot may be used as a road, street, driveway, etc. to access other property).

10.2 Pets/Animals.²⁵ There shall be no raising of livestock such as cows, horses, goats, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance of any type-visual, audible or odors. The determination of a situation as nuisance is the sole discretion of the Committee and this determination shall be final.

10.3 Mobile Homes/Trailers, Water Born Vehicles. The keeping of a mobile home or trailed, either with or without wheels, within the Project is prohibited. A motorboat, houseboat or other similar water born vehicle or recreational vehicle (motor home) may be maintained, stored or kept on any parcel of property covered by these covenants ONLY is housed completely within a structure which has been approved by the Committee or ONLY if completely screened from view by landscaping or fencing which has been approved by the Committee.

10.4 Storage/Parking. There shall be no storage obstructions placed or parked on any landscape area without the prior written consent of the Committee.

²⁵ As per the Fifth Amendment, made effective October 24, 2007, restrictions regarding Pets/Animals have been added to the minimum building standards.

10.5 Maintenance (Landscape). Each Lot Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

Lot Owners shall be responsible for keeping Lots mowed at all times and free from rubbish, trash, debris and noxious weeds. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any Lot in such amounts as shall be considered unsightly, the Committee may cause such work to be performed and may demand and sue for reimbursement of such costs, as well as reasonable attorney's fees incurred in the collection thereof.

10.7 Maintenance (Home Exterior). Each owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports or other approved outbuildings. This shall include the painting or placement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance.

10.8 Playground Equipment. Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition that is free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the residence ONLY. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as not to be visible from streets, golf course, or common areas.

10.9 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure.

10.10 Parking.^{26, 27} No vehicles may be parked on or within the driving surface or shoulders of any street in the Project on a frequent, regular or permanent basis. No vehicles may be parked on or within any golf course areas or on the neutral ground within the cul-de-sacs. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

10.11 Firearms/Wildlife Sanctuary. The use of firearms or air guns is strictly prohibited in the Project. The Project is designated as a "Wildlife Sanctuary".

10.12 Development Signage. The Developer reserves the right to maintain a sales and development office and signage in the Project.²⁸

²⁶ As per the Fifth Amendment, made effective October 24, 2007, restrictions regarding Parking have been added to the minimum building standards.

²⁷ As per the Sixth Amendment, made effective October 8, 2013, restrictions regarding Parking have been amended.

²⁸ As per the Second Amendment, made effective July 7, 2000, restrictions regarding Development Signage have been added to the minimum building standards.

10.13 Maintenance of Property. No property within the University Club Plantation Project shall be permitted to fall into disrepair, and all property within the University Club Plantation Project including any Improvements thereon, shall be kept and maintained in clean, safe, attractive and slightly condition of the Owner of the Lot or Unit. Maintenance, repair and upkeep of Unit shall be responsibility of the Owner of the Lot or Unit. Maintenance, repair and upkeep of Common Area and Community Common Elements shall be the responsibility of the Association or Community Association, as applicable. Violation of this provision of any Owner (or any Person occupying such Lot or Unit through such Owner) shall permit the Association, after notice and hearing, to enter onto the Lot or Unit of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of a completed Improvement intended for human occupancy without the consent of the Owner or occupant thereof unless a clear emergency exists.

If, in the sole discretion of the Board, any Community Association fails to enforce the property maintenance provision it is charged to enforce under a Supplementary Declaration or if such Community Association fails to maintain any Community Common Elements in compliance with the requirements and guidelines of the Declaration or any Supplementary Declaration, the Association may, but shall not be obligated to, through its agents and employees, after notice and hearing in the case of an Owner or ten (10) days following written notice of such default by the Community Association and such Community Association's failure to cure such default within such ten (10) day period, to enter onto the Lot or Unit of the Owner or Community Common Elements as applicable, and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the cost of expenses of the Association in so doing; provided, however, that there shall be no entering into the interior of a completed Improvement intended for human occupancy without the consent of the Owner or occupant thereof unless a clear emergency exists.

10.14 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the University Club Plantation Project nor shall anything be done or place thereon which is or may become a nuisance or cause and unreasonable embarrassment, disturbance or annoyance to others.

10.15 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the University Club Plantation Project which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound and fire devices, other than security and fire devices used exclusively for security and fire purposes and intercoms, shall be located or used on any property except with the prior written approval of the Architectural Committee or as permitted by the Rules and Regulations. Exterior speakers by be located, used or place on a Lot or Unit subject to the approval of the Architectural Committee provided that the use of such exterior speaker does not constitute a nuisance or annoyance.

10.16 No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the University Club Plantation Project which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace or unless otherwise approved in writing by the Association.

10.17 No Unsightliness. No unsightliness shall be permitted on any Lot or Unit which is visible from any other Lot or Unit or other land within the Project. Without limited the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, and objects and conditions shall be enclosed with a structure, including garden or maintenance equipment, except when in actual use.

10.18 Restrictions on Garbage and Trash. At any time prior to the commencement of construction of Improvements on a Lot or Unit and at all times following the completion of construction of such improvements, no refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot or Unit except within an enclosed structure or appropriately screened form view, except that any such container (approved by the Association) may be placed in a designated area for garbage and trash pickup no earlier than 6 p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than 12:01 p.m. on the day following the pickup of such garbage and trash.

10.19 No Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any property within the University Club Plantation Project except with the prior written consent of the Architectural Committee obtained in each instance or except as permitted by Section 7.3 hereof.

10.20 Restrictions on Antenna, Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes or wires, poles antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antennae, television, antennae, or other antennae of any type shall be erected or maintained in the University Club Plantation Project. A master antenna or cable television antenna or antennae may, but need not, be provided by the Association for use of all Owners or a group of Owners, and Declarant may great easements for such purposes.

10.21 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the University Club Plantation Project so as to be evident to public view except signs as may be approved in writing by the Architectural Committee. A sign advertising a Lot or Unit for sale or lease may be placed on such Lot or Unit; provided, however, that the Rules and Regulations may regulate the dimensions, color, style and location of such signs and no sign not complying with the Rules and Regulations may be placed or maintained in the University Club Plantation Project.

10.22 Restrictions on Mining or Drilling. No property within the University Club Plantation Project shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth except (i) drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing irrigation or water service to property within the boundaries of the University Club Plantation Project, (ii) if approved by the Architectural Committee, the necessary digging or removal of earth or other surface or subsurface material in conjunction with the landscaping or construction of Improvements within the Project, and (iii) except any penetration into the sub-surface of Property within the University Club Plantation Project by any well, shaft or other excavation which is at a depth of not less than five hundred feet (500') below natural ground level of such property and as to which the surface location of such well, shaft or other excavation is not closer than three hundred feet (300') to any boundary line of the University Club Plantation Project.

10.23 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the University Club Plantation Project except as approved in writing by the Architectural Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established draining pattern shown on any plans approved by the Architectural Committee. The established drainage pattern may include the drainage pattern from Common Area over any Lot or Unit, from any Lot or Unit over the Common Area, or from any Lot or Unit over another Lot or Unit.

10.24 Compliance with Insurance Requirements. Except as may be approved in writing by the Board, nothing shall be done or kept on property within the University Club Plantation Project which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

10.25 Compliance with Laws. Nothing shall be done or kept on any property within the University Club Plantation Project in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

10.26 Restrictions on Sewage Disposal Systems. No septic or other sewage disposal system shall be installed within the University Club Plantation Project without the prior written consent of the Architectural Committee, except a central sewer disposal system installed and maintained by a private utility company, water district, municipal utility district or similar governmental agency for the benefit of the University Club Plantation Project. Any sewage disposal system installed for property within the University Club Plantation Project shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

10.27 Restrictions on Water Systems. No individual water supply or water softener system shall be installed or maintained for any property within the University Club Plantation Project, except as may be installed by Declarant or a private utility company providing water service to the property within the University Club Plantation Project.

10.28 Restoration in the Event of Damage or Destruction. Except as otherwise provided in a Supplementary Declaration, in the event of damage or destruction of any Improvement on any Lot or Unit, the Owner thereof shall promptly cause the damaged or destroyed Improvement to be (a) restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee or (b) demolished and the Lot or Unit suitably cleared and landscaped subject to the approval of the Architectural Committee as to present a pleasing and attractive appearance.

11. GENERAL PROVISIONS

11.1 Association Information. The books and records of the Association shall be open to examination by any Member during reasonable business hours.

11.2 Severability. Invalidation of any one of the provisions of this Declaration shall not affect any other provision hereof, which shall remain in full force and effect.

11.3 Term. The provisions of this Declaration shall constitute covenants running with the land and shall be binding upon all future Owners, transferees and lessees thereof, and their successors and assigns, for a term of fifty (50) years from the date of this Declaration, after which time they shall be automatically extended for up to three (3) successive periods of ten (10) years each unless terminated as provided in Section 11.4 hereof.

11.4 Amendment by Members. This Declaration may be amended or changed in whole or in part at any time within fifty (50) years of the date of this Declaration by a juridical act signed by those Members holding not less than sixty-seven (67%) percent of the total votes of the Members; and, thereafter, by a juridical act signed by those Members holding more than fifty (50%) percent of the total votes of the Members. If the Declaration is amended by a written instrument signed by the requisite number of Members, such amendment must be approved by said Members within three hundred sixty-five (365) calendar days of the date the first Member executes such amendment. Those Members (including the Declarant) entitled to cast not less than the required number of all votes of the Members of the Association may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members (including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the By-Laws to the contrary, a quorum, for purposes of such meeting, shall consist of Members (in person or by proxy) holding not less than seventy (70%) percent of the total number of votes. Any such amendment shall become effective when an instrument is filed for record in the Office of the Register of Conveyance of East Baton Rouge Parish, Louisiana, accompanied by a certificate, signed by the Secretary of the Association, stating that the required number of Members (including the Declarant) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

11.5 Amendment by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, or for any other purpose deemed necessary or convenient by Declarant in its sole discretion. Additionally, Declaration shall have and reserves the right at any time and from time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the University Club Plantation Project.

11.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Board and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of the Declarant and of Members entitled to cast not less than two thirds (2/3rds) of the votes of the Class A Members of the Association.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of laws, be added to the properties, rights and obligations of the Association as a surviving corporate pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the University Club Plantation Project, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declarant or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

11.7 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, and any such mortgage may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

11.8 Effect on Additional Land. The provision of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Additional Land, unless and until portions of the Additional Land are made subject to the jurisdiction of the Association by a separate instrument executed solely by Declarant or its successors and assigns and any lienholders, which instrument is recorded in the Office of the Register of Conveyance of East Baton Rouge Parish, Louisiana.

11.9 Special Approvals by First Mortgages. Unless at least fifty-one percent (51%) of the mortgages holding first lien mortgages (based upon one vote for each mortgage owned) of the Lots or Units in the University Club Plantation Project have given their written approval, neither the Association nor any Member shall (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or the Improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utilities easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such property by the Association shall not be deemed to be within the meaning of this provision); (ii) change the method of determining the obligations, assessments or other charges which may be levied against Member or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (iii) fail to maintain the casualty, fire and extended coverage insurance on insurable Community Common Elements as elsewhere provided in this Declaration; (iv) use hazard insurance proceeds from losses to any Common Area for other than the repair, replacement or reconstruction of the Improvements which were damaged or destroyed; and (v) amend any material provisions of this Declaration, including, without limitation, any provisions which are for the express benefit of a mortgagee or eligible insurers or guarantors of eligible first mortgages on Lots or Units.

11.10 Declarant's Rights and Prerogatives. Prior to the Control Transfer Date, the Declarant may file a statement in the Office of the Register of Conveyances of East Baton Rouge Parish, Louisiana, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant or (ii) assignment to any third party owning property in the University Club Plantation Project or Additional Land of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (a) Control Transfer Date or (b) date that said assignee files a statement in the Office of the Register of Conveyances of East Baton Rouge Parish, Louisiana, which expressly provides for said Assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues the exercise of any right or prerogative hereunder and or assigns its rights to exercise one or more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

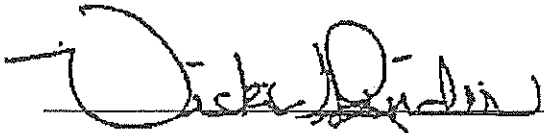
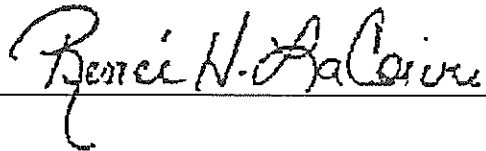
11.11 Gender. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

11.12 Headings. The headings and any table of contents contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, in the presence of the undersigned Notary Public and the undersigned competent witnesses, on the 24th day of November 1998.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

By: 
Sinclair B. Kouns, Jr.



NOTARY PUBLIC
R. Keith Colvin
MCGLINCHEY STAFFORD
Ninth Floor, One American Place
Baton Rouge, Louisiana 70825
(225) 383-9000

EXHIBIT "A"

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 1 through 70, inclusive, UNIVERSITY CLUB PLANTATION, FIRST FILING, as shown on the map dated September 8, 1998, prepared by Chenevert▪Songy▪Rodi▪Soderberg. An Engineering/Architectural Corporation, entitled, "Final Plat of University Club Plantation, First Filing, A Residential Subdivision" being a Subdivision of Tract F-1, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 46, T8S-R1E, East Baton Rouge Parish, Louisiana, recorded November 23, 1998 at Original 627, Bundle 010956, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

EXHIBIT "B"

Three(3) certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as TRACT R-1-A-1, TRACT R-2-A-1, and TRACT R-3, on the map prepared by Chenevert▪Songy▪Rodi▪Soderberg, dated October 16, 1998 entitles "Map Showing Resubdivision of TRACTS "F-1", "F-2", "G-1-A", "G-2-A", "G-1-B", "R-1-A", & "R-2-A" into TRACTS "F-1-A", "F-1-B", "F-1-C", "F-2-A", "G-1-A-1", "G-1-A-2", "G-2-A-1", "G-1-B-1", "R-1-A-1" & "R-2-A-1", being a portion of the Woodstock Plantation located in Section 45, 46, 47, & 52, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Plantation, LLC, Woodstock Plantation East, L.L.C. and Tiger Athletic Foundation" (the "Map") a copy of which is recorded November 23, 1998 at Original 632, Bundle 010956, official records of the Parish of East Baton Rouge, State of Louisiana, said Tracts being subject to such servitudes and other matters as more fully shown on said map.

EXHIBIT "C"²⁹

GOLF COURSE LOTS

LOT#		MINIMUM SQUARE FOOTAGE OF LIVING AREA
5-6	INCLUSIVE	2500 SQUARE FEET
12-13	INCLUSIVE	2500 SQUARE FEET
16-22	INCLUSIVE	2500 SQUARE FEET
25-27	INCLUSIVE	2500 SQUARE FEET
37-38	INCLUSIVE	2500 SQUARE FEET
56-70	INCLUSIVE	2500 SQUARE FEET

NON GOLF COURSE LOTS

LOT#		MINIMUM SQUARE FOOTAGE OF LIVING AREA
1-4	INCLUSIVE	2200 SQUARE FEET
7-11	INCLUSIVE	2200 SQUARE FEET
14-15	INCLUSIVE	2200 SQUARE FEET
23-24	INCLUSIVE	2200 SQUARE FEET
28-36	INCLUSIVE	2200 SQUARE FEET
39-55	INCLUSIVE	2200 SQUARE FEET

ORIG 914 BNDL 10957

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

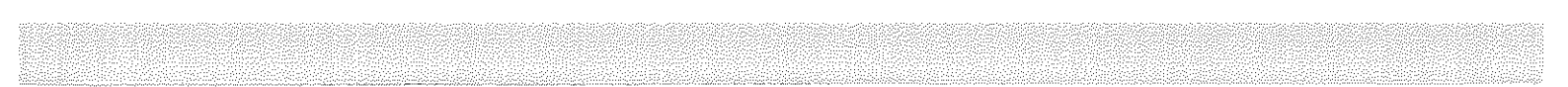
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FTL BK FOLIO
DOUG WELBORN

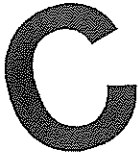
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER

²⁹ As per the Second Amendment, made effective July 7, 2000, this information shall be the minimum square footage for **STATELY OAKS**, First Filing.





**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, SECOND FILING**

This Supplementary Declaration is made effective as of the 15th day of December, 1998 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 71 THROUGH 134, inclusive, UNIVERSITY CLUB PLANTATION, SECOND FILING**, as shown on the map dated February 22, 1998, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Second Filing, A Residential Subdivision" being a Subdivision of Tract F-2-A, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 46, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, recorded December 17, 1998 at Original 121, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Second Filing".]

Under the terms and provision of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Second Filing to the lands which are subject to Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declared that the Second Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Second Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to provide in its entirety as follows:

Square Footage. No residence shall be erected on any lot in Second Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

ARTICLE 10. GENERAL RESTRICTIONS APPLICABLE TO LAND, Section 10.23 Maintenance of Drainage is hereby amended to add the following:

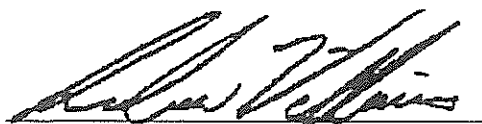
No fences, buildings or other improvements shall be constructed and no activities shall be conducted which would interfere with drainage of the drainage ditch within the 10' Private Drainage Servitude affecting Lots 84-90, inclusive, of the Second Filing as shown on the Final Plate of the Second Filing.


Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Second Filing and shall remain in full force and effect.

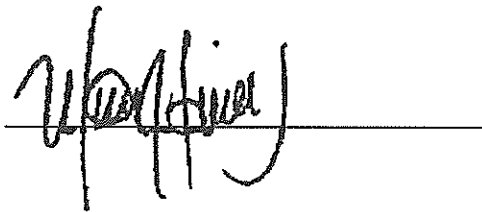
THUS DONE AND SIGNED on this 15th day of December, 1998, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.



By: 
Sinclair B. Kouns, Jr.





NOTARY PUBLIC

EXHIBIT "A"³⁰

GOLF COURSE LOTS

LOT#	MINIMUM SQUARE FOOTAGE OF LIVING AREA
118-129 INCLUSIVE	3000 SQUARE FEET

NON GOLF COURSE LOTS

LOT#	MINIMUM SQUARE FOOTAGE OF LIVING AREA
71-117 INCLUSIVE	2800 SQUARE FEET
130-134 INCLUSIVE	2800 SQUARE FEET

ORIG 615 BNDL 10963
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
1998 DEC 18 PM 01:52:30
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER

³⁰ As per the Second Amendment, made effective July 7, 2000, the minimum square footage for PLEASANT POINT, Second Filing is hereby established as follows: Lots 71-84 inclusive and Lots 118-129 inclusive require a minimum 3000 square feet. Lots 85-117 inclusive and Lots 13-134 inclusive require a minimum 2800 square feet.



**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, THIRD FILING**

This Supplementary Declaration is made effective as of the 21st day of January, 1999 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 135 THROUGH 189, INCLUSIVE, UNIVERSITY CLUB PLANTATION, THIRD FILING**, as shown on the map dated August 31, 1998, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Third Filing, A Residential Subdivision" being a Subdivision of Tract F-1-C, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 47, T-8-S, R-1-E, East Baton Rouge Parish, Greensburg Land District, Louisiana, recorded January 19, 1999 at Original 968, Bundle 10971, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Third Filing".]

Under the terms and provision of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Second Filing to the lands which are subject to Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declared that the Second Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Second Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to provide in its entirety as follows:

Square Footage. No residence shall be erected on any lot in Second Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Second Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 21st day of January, 1999, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Ausan R. Resto

By: Sinclair B. Kouns Jr
Sinclair B. Kouns, Jr.

Edward A. Krensby

Bingham M. Stewart
NOTARY PUBLIC

BINGHAM M. STEWART

EXHIBIT "A"³¹

GOLF COURSE LOTS

NON GOLF COURSE LOTS

LOT#	MINIMUM SQUARE FOOTAGE OF LIVING AREA	LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
135-147 INCLUSIVE	2800 SQUARE FEET	148-153 INCLUSIVE	2800 SQUARE FEET
		154-189 INCLUSIVE	2500 SQUARE FEET

ORIG 787 BNDL 10972

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1999 JAN 21 PM 02:27:28
FTL BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER

³¹ As per the Second Amendment, made effective July 7, 2000, the minimum square footage for **CAMPANILE COURT**, Third Filing is hereby established as follows: Lots 135-147 inclusive require a minimum 2800 square feet. Lots 148-153 inclusive and Lots 154-189 inclusive require a minimum 2500 square feet.



**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, FOURTH FILING**

This Supplementary Declaration is made effective as of the 7th day of July, 2000 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 229 THROUGH 261, inclusive, UNIVERSITY CLUB PLANTATION, FOURTH FILING**, as shown on the map dated July 6, 2000, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Third Filing, A Residential Subdivision" being a Subdivision of Tract F-5, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 46 & 47, T-8-S, R-1-E, East Baton Rouge Parish, Greensburg Land District, Louisiana, recorded July 6, 2000 at Original 690, Bundle 011136, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Fourth Filing".]

Under the terms and provision of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Third Filing to the lands which are subject to Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declared that the Second Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Second Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

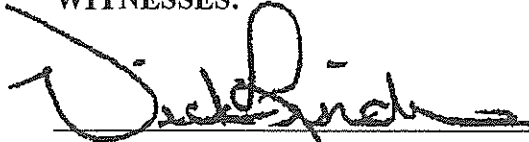
ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to provide in its entirety as follows:


Square Footage. No residence shall be erected on any lot in Second Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Second Filing and shall remain in full force and effect.


THUS DONE AND SIGNED on this 7th day of January, 1999, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:






UNIVERSITY CLUB PLANTATION, L.L.C.

By: 

Sinclair B. Kouns, Jr.



NOTARY PUBLIC

EXHIBIT "A"

GOLF COURSE LOTS

NON GOLF COURSE LOTS

LOT#	MINIMUM SQUARE FOOTAGE OF LIVING AREA	LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
229-247 INCLUSIVE	3000 SQUARE FEET	248-261 INCLUSIVE	2800 SQUARE FEET

ORIG 250 BNDL 11137

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

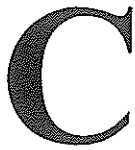
2000 JUL 07 PM 02:23:00
FTL BK FOLIO

DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER



**AMENDMENT TO SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, FOURTH FILING**

ORIG 999 BNDL 11201

This Amendment to Supplementary of Declaration is made effective as of the 16 day of

February, 2001 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

The Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing ("Supplementary") recorded July 7, 2000 as Original 250, Bundle 11137, official records of the Parish of East Baton Rouge, State of Louisiana states on page 1 under PRELIMINARY STATEMENT that the Declarant is the owner of property described as "LOTS 229 THROUGH 261, inclusive, UNIVERSITY CLUB PLANTATION, FOURTH FILING", whereas in truth and in fact the Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 229 THROUGH 263, inclusive, UNIVERSITY CLUB PLANTATION, FOURTH FILING**, as shown on the map dated July 6, 2000, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Fourth Filing, A Residential Subdivision" being a Subdivision of Tract F-5, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 46 & 47, T-8-S, R-1-E, East Baton Rouge Parish, Greensburg Land District, Louisiana, recorded July 6, 2000 at Original 690, Bundle 011136, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

The above described property is also referred to as "Fourth Filing".

The Supplementary on page 2 also states that "...Declarant is authorized to add the Third Filing to the lands which are subject to the Declaration."

Declarant appears to correct the Supplementary on page 2 to read as follows:

“... Declarant is authorized to add the Fourth Filing to the lands which are subject to the Declaration.”

The Supplementary on page 2 also states that “Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Third Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Ins. Under the Declaration and further declares that the Third Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions...”

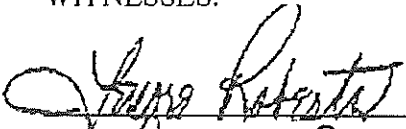
Declarant appears to correct the Supplementary on page 2 to read as follows:

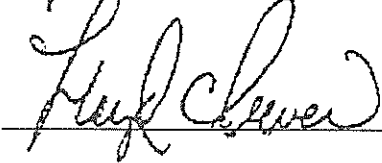
Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Fourth Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Fourth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions...”

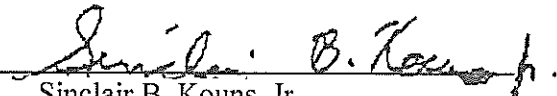
THUS DONE AND SIGNED on this 16th day of February, 2001, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.





By: 
Sinclair B. Kouns, Jr.



NOTARY PUBLIC

EXHIBIT "A"

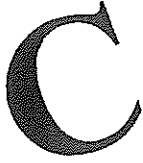
GOLF COURSE LOTS

NON GOLF COURSE LOTS

LOT#	MINIMUM SQUARE FOOTAGE OF LIVING AREA	LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
229-247 INCLUSIVE	3000 SQUARE FEET	248-261 INCLUSIVE	2800 SQUARE FEET
262-263 INCLUSIVE	3000 SQUARE FEET		

ORIG 999 BNDL 11201
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
2001 FEB 20 PM 03:59:38
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER





**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, FIFTH FILING**

ORIG 877 BNOL 11677

This Supplementary Declaration is made effective as of the 15th day of December, 2004 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 264 THROUGH 297, inclusive, UNIVERSITY CLUB PLANTATION, FIFTH FILING**, as shown on the map dated December 7, 2004, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Fifth Filing" being a Subdivision of Tract F-6, Woodstock Plantation, in the Parish of East Baton Rouge, located in Section 47, T-8-S, R-1-E, East Baton Rouge Parish, Greensburg Land District, Louisiana, recorded December 7, 2004 at Original 151 Bundle 11675, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as Fifth Filing".]

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Fifth Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Sixth Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Sixth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to add the following:

Square Footage. Fifth Filing. No residence shall be erected on any lot in Fifth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.


Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Sixth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 15 day of December, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: Deirdre E. McLin

By: 
Sinclair B. Kouns, Jr.


Print Name: Vicki S. Marshall

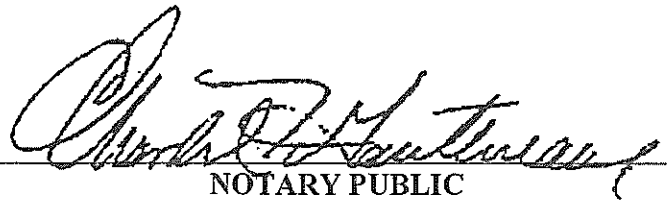

NOTARY PUBLIC
Name: Chandel N. Gauthreaux
Bar#: #24798

EXHIBIT "A"

NON GOLF COURSE LOTS

LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
264-297 INCLUSIVE	2800 SQUARE FEET

ORIG 877 BNDL 11677

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

2004 DEC 16 AM 11:42:22
FTL BK FOLIO
DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER

**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, SIXTH FILING**

This Supplementary Declaration is made effective as of the 31st day of March, 2006 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 354 THROUGH 389, inclusive, UNIVERSITY CLUB PLANTATION, SIXTH FILING**, as shown on the map dated December 7, 2004, prepared by Chenevert▪Songy▪Rodi▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Sixth Filing and Creating TRACTS F-8-A, F-8-B, F-8-C, and F-8-D" being a Subdivision of Tract F-8, Woodstock Plantation, in the Parish of East Baton Rouge, located in Section 47, T-8-S, R-1-E, East Baton Rouge Parish, Greensburg Land District, Louisiana, recorded March 14, 2006 at Original 415 Bundle 11818, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Sixth Filing".]

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish as amended (the "Declaration"), Declarant is authorized to add the Fifth Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Sixth Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Sixth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

1. ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to add the following:

Square Footage. Sixth Filing. No residence shall be erected on any lot in Fifth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

2. SECTION 6.1 Basic Control, Paragraph E. is amended to add the following:

Roof hips and ridges in Sixth Filing. All roof hips and ridges shall be V-ridge tiles made of either terra cotta or concrete. The installation of shingled hips and ridges is not allowed. The V-ridge tiles shall be set in a bed of mortar tinted to match the color of the shingles.

3. SECTION 6.1 Basic Control, Paragraph F. is amended to add the following:

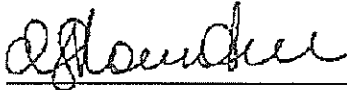
"Number of Shrubs in Sixth Filing. The owner must plant a minimum of sixty (60) shrubs, three (3) gallon size minimum, of which fifty (50%) per cent are to be planted in the front yard."

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Sixth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 31st day of March, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

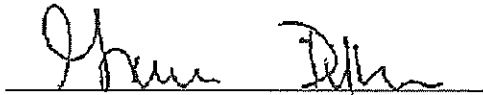
WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

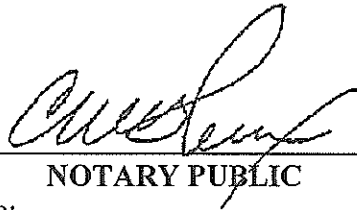


Print Name: DEBBY ROUNTREE

By: 



Print Name: GRACE DYKES



NOTARY PUBLIC

Name: _____

Bar# _____

CINDY M. THIBODEAUX
BAR ROLL #27305
NOTARY ID #62601

EXHIBIT "A"

LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
NON GOLF COURSE LOTS	
362-389 INCLUSIVE	2800 SQUARE FEET
GOLF COURSE LOTS	
354-361	3000 SQUARE FEET

ORIG 195 BNOL 11824
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
2005 APR 03 PM 04:17:37
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER

**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, SEVENTH FILING**

This Supplementary Declaration is made effective as of the 11th day of April, 2006 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr. duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 436 THROUGH 481, inclusive, UNIVERSITY CLUB PLANTATION, SEVENTH FILING**, as shown on the map dated February 23, 2006, prepared by Chenevert▪Songy▪Rodj▪Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Sixth Filing and being Tract F-10 of Woodstock Plantation, located in Sections 46 and 47, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for University Club Plantation, L.L.C. recorded March 16, 2006 at Original 338 Bundle 11819, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Sixth Filing".]

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish as amended (the “Declaration”), Declarant is authorized to add the Seventh Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Seventh Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Sixth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

1. ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to add the following:

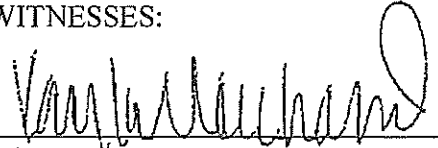
Square Footage. Seventh Filing. No residence shall be erected on any lot in Seventh Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit “A” attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Sixth Filing and shall remain in full force and effect.

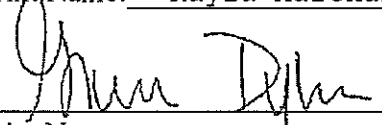
THUS DONE AND SIGNED on this 11th day of March, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: Kayla Marchand

By: Stephen B. Kovich


Print Name: Grace Dykes


NOTARY PUBLIC

Name: Deborah G. Rountree
ID 69117

EXHIBIT "A"

LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
-------	--

NON GOLF COURSE LOTS

436-461 INCLUSIVE	2800 SQUARE FEET
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GOLF COURSE LOTS

462-481	3000 SQUARE FEET
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ORIG **861** BNDL **11826**
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
2006 APR 12 AM 10:06:11
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER

**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION, EIGHTH FILING**

This Supplementary Declaration is made effective as of the 19th day of October, 2007 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 482 THROUGH 564, inclusive, UNIVERSITY CLUB PLANTATION, EIGHTH FILING**, as shown on the map dated September 20, 2007, prepared by Chenevert[®]Songy[®]Rodi[®]Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of University Club Plantation, Eighth Filing and being Tract F-10 of Woodstock Plantation, located in Sections 47 and 52, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for University Club Plantation, L.L.C. recorded September 25, 2007 at Original 338 Bundle 11819, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

[The above described property is referred to herein as "Seventh Filing".]

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at

Original 914, Bundle 10957, official records of East Baton Rouge Parish as amended (the "Declaration"), Declarant is authorized to add the Seventh Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Seventh Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Eighth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

2. ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to add the following:

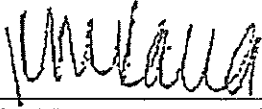
Square Footage. Eighth Filing. No residence shall be erected on any lot in Seventh Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

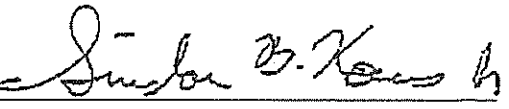
Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Seventh Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 19th day of October, 2007, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: Kayla Racca

By: 


Print Name: Debra Lavergne


NOTARY PUBLIC

Name: DEBORAH G. ROUNTREE
Bar# NOTARY ID #69117
EAST BATON ROUGE PARISH, LA

EXHIBIT "A"

LOT #	MINIMUM SQUARE FOOTAGE OF LIVING AREA
-------	--

NON GOLF COURSE LOTS

489, 500 through 506, 537, 539 through 540, 546 through 552, and 560 through 564	2800 SQUARE FEET
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GOLF COURSE LOTS

482 through 488, 490 through 499, 507 through 536, 538, 541 through 545, 553 through 559	3000 SQUARE FEET
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CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER

**SUPPLEMENTARY DECLARATION
OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR UNIVERSITY CLUB PLANTATION
SIXTH FILING, PART 2, PHASE 1 & NINTH FILING**

This Supplementary Declaration is made effective as of the 24th day of July, 2013 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 390 THROUGH 394 AND LOTS 420 THROUGH 429 INCLUSIVE**, University Club Plantation, Sixth Filing, Part 2, Phase 1, as shown on the mad dated July 16, 2013 prepared by CSRS, Inc. entitled "Final Plat of University Club Plantation Sixth Filing Part 2, Phase 1 and Tracts Y, Z, & F-8-D-2-A Being a Residential Subdivision of Tract F-8-D-1 Formerly a Portion of Woodstock Plantation Located in Sec. 47, T-8-S, R-1-E, Greensburg Land District East Baton Rouge Parish, Louisiana" recorded July 18, 2013 at Original 719 Bundle 12514 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (herein after referred to as "Sixth Filing, Part 2, Phase 1")

and;

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 628 THROUGH 682 INCLUSIVE**, University Club Plantation, 9th Filing, as shown on the map dated July 16, 2013 prepared by CSRS, Inc. entitled "Final Plat of University Club Plantation Ninth Filing and Tracts AA, BB, CC, DD, EE Being a Residential Subdivision of Tract "R-1-A-1-A-1-A-2-A" Formerly a Portion of Woodstock Plantation Located in Sec. 47, T-8-S, R-1-E, Greensburg Land District East Baton Rouge Parish, Louisiana" recorded July 18, 2013 at Original 716 Bundle 12514 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (hereinafter referred to as "Ninth Filing")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Sixth Filing, Part 2, Phase, 1 and Ninth Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declared that the Sixth Filing, Part 2, Phase 1 and Ninth Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc., under the Declaration and further declares that the Sixth Filing, Part 2, Phase 1, Ninth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1 E. Square Footage is hereby amended to add the following:

Square Footage. Sixth Filing, Part 2, Phase 1. No residence shall be erected on any lot in the Ninth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shows and exterior bathrooms or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Square Footage. Ninth Filing. No residence shall be erected on any lot in the Ninth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, workshops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "B" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Ninth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 24th day of July, 2013, in the presence of the undersigned competent witnesses, to hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Stephen Lousteau

Print Name: *Stephen Lousteau*

Ashley E. Kewiske

Print Name: *Ashley E. Kewiske*

By: *Sinclair B. Kouns, Jr.*
Sinclair B. Kouns, Jr.

J. R. Waguespack
JACQUES WAGUESPACK
ATTORNEY/NOTARY PUBLIC

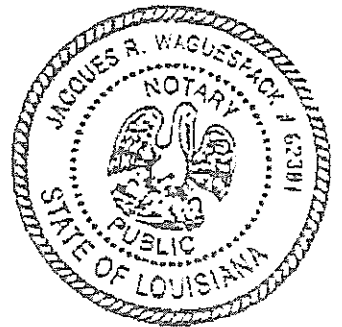


EXHIBIT "A"

SIXTH FILING, PART 2, PHASE 1
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
390 - 394 INCLUSIVE	2800 SQUARE FEET
420 - 429 INCLUSIVE	3000 SQUARE FEET

EXHIBIT "B"

NINTH FILING
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
628, 676 - 679 INCLUSIVE	2500 SQUARE FEET
629 - 638 INCLUSIVE	2500 SQUARE FEET
653 - 675, 680 - 682 INCLUSIVE	2800 SQUARE FEET
639 - 652 INCLUSIVE	1800 SQUARE FEET

**SUPPLEMENTARY OF DECLARATION OF BUILDING AND USE RESTRICTIONS AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION,
SIXTH FILING PART 2, PHASE 2**

This Supplementary Declaration is made effective as of this 24th day of May, 2016 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 395 THROUGH 409, 410A, 410B, 410C, 411A, 411B AND LOTS 412 THROUGH 419, University Club Plantation, Sixth Filing, Part 2, Phase 2, as shown on the map dated March, 2016 prepared by CSRS, Inc. entitled "FINAL PLAT OF UNIVERSITY CLUB PLANTATION SIXTH FILING PART 2, PHASE 2 LOTS 395-409, 410A, 410B, 410C, 411A, 411B & 412-419 BEING A RESIDENTIAL SUBDIVISION BEING A PORTION OF TRACT G-1B-1 & TRACT F-3-D-2A FORMERLY A PORTION OF WOODSTOCK PLANTATION LOCATED IN SEC. 47, T-3-S, R-1-E, GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH, LOUISIANA" recorded May 2, 2016 at Original 284 Bundle 12728 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (hereinafter referred to as "Sixth Filing, Part 2, Phase 2")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Sixth Filing, Part 2, Phase 2 to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Sixth Filing, Part 2, Phase shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Sixth Filing, Part 2, Phase 2 shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1E. Square Footage is hereby amended to add the following:

Square Footage. Sixth Filing, Part 2, Phase 2. No residence shall be erected on any lot in the Ninth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Ninth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 24th day of May, 2016, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole,

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Print Name: _____

By: _____
Sinclair B. Kouns, Jr.

Print Name: _____

JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC

EXHIBIT "A"

SIXTH FILING, PART 2, PHASE 2
BUILDING REQUIREMENTS

LOT NUMBER

MINIMUM SQUARE FOOTAGE
OF LIVING AREA

395, 396, 397 and 404 INCLUSIVE
398 - 419 INCLUSIVE

2800 SQUARE FEET
3000 SQUARE FEET

692

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EAST BATON ROUGE PARISH, LA
JAMES WELBORN
CLERK OF COURT AND RECORDER

**SUPPLEMENTARY DECLARATION OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION TENTH FILING**

This Supplementary Declaration is made effective as of the 17th day of August, 2015 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 683 THROUGH 727 AND TRACTS P-1 AND GS-1, University Club Plantation, Tenth Filing, as shown on the map dated August 4, 2015 prepared by CSRS, Inc. entitled "Final Plat of University Club Plantation Tenth Filing Lots 683 - 727 and Tracts P-1 & GS-1 Being a Portion of Tracts R-10-A, AA & CC of the Woodstock Plantation Located in Section 47 T-8-S R-1-E Greensburg Land District East Baton Rouge Parish Louisiana" recorded August 17, 2015 at Original 387 Bundle 12674 in the official records of East Baton Rouge Parish; said lots having such other matters as are more fully shown on said plat; (hereinafter referred to as "Tenth Filing")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Tenth Filing to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Tenth Filing shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Tenth Filing shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1E. Square Footage is hereby amended to add the following:

Square Footage. Tenth Filing. No residence shall be erected on any lot in the Tenth Filing containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Ninth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 17th day of August, 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Wanda Aguilera

Print Name: Wanda Aguilera

Emily Gorham

Print Name: Emily Gorham

By: Sinclair B. Kouns, Jr.
Sinclair B. Kouns, Jr.

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC



EXHIBIT "A"

TENTH FILING
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
683 – 702 INCLUSIVE	3000 SQUARE FEET
703 – 727 INCLUSIVE	2800 SQUARE FEET

C

ACT OF CORRECTION

M

STATE OF LOUISIANA

ORIG 294 BNDL 11138

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

SINCLAIR B. KOUNS, JR.

who being by me first duly sworn, deposed and said:

On July 7th, 2000, Appearer on behalf of University Club Plantation, L.L.C. executed the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for University Lakes Village (hereinafter referred to as the "Restrictions"), which was recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, at Original 253, Bundle 11137.

Through typographical error the name of the subdivision was given as "University Lakes Village" everywhere except Exhibit "A" attached to and made part of the Restrictions.

Appearers amend and correct the Restrictions recoded at Original 253, Bundle 11137, official records of the Parish of East Baton Rouge, State of Louisiana, to properly reflect:

"Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for The Lakes at University Club Plantation, Phase 1-B" as more fully shown and attached hereto. The covered Restrictions therefore read as follows:

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**DECLARATION OF
BUILDING AND USE RESTRICTIONS,
SERVITUDES AND DESIGN GUIDELINES
FOR THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 1-B**

This Declaration is made as of the 12th day of July, 2000, by:

University Club Plantation, L.L.C., a Louisiana limited liability company represented herein by Sinclair B. Kouns, Jr., duly authorized ("Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of certain immovable property situated in the Parish of East Baton Rouge, State of Louisiana, described on the attached Exhibit "A" (the "Property");

Declarant desires that the Property together with other immovable property be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and improved subject to uniform reservations, servitudes, restrictions, covenants, charges, liens, privileges, servitudes and conditions as part of a general plan of development as a residential community accommodating a mix of residential, commercial, golf course and country club, public and other land uses, for the benefit of Declarant and subsequent owners and occupants of the community in order to protect and enhance its quality and value;

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following reservations, servitudes, restrictions, covenants, charges, liens, privileges, and conditions which are imposed for the purpose of protecting the quality and value of an which shall run with title to the Property made subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the Property made subject to this Declaration or any portion thereof, and their respective heirs, successors, successors-in-titles, assigns, and which shall inure to the benefit of each owner of the Property.

PREFACE

The "Design Guidelines for The Lakes at University Club Plantation, Phase 1-B" has been developed in an effort to create a residential community having a uniform plan of development for the preservation of property values and amenities in The Lakes at University Club Plantation, Phase 1-B. The real property located in The Lakes at University Club Plantation, Phase 1-B is hereby subjected to the covenants, conditions, restrictions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereof poorly designed, detailed or proportioned structures, and structures built of improper and unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of "time tested", attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from side yards, rear yards and streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance and maintain the values of investments made by purchasers of building sites thereon. These design guidelines are to be used in conjunction with and serve as a supplement to the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

The architectural styles to be utilized shall be strictly limited to certain styles that are indigenous to New Orleans, Louisiana. These styles shall be French Colonial Plantation House, Creole Cottage, Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Porte-Cochere Townhouse, American Townhouse and American Cottage. There are sketches that illustrate the characteristics of each of these styles of architecture included in this booklet. It is difficult to convey a design idea verbally; therefore, the visual examples help to illustrate the exterior architectural appearances that will be acceptable in this community. Also, please note that many of the sketches shown are larger than a garden home lot will allow, and that the intent of including these examples is to illustrate the architectural style.

A strict regard for the concepts and design ideas used in this booklet will allow for a cohesive, yet individual neighborhood.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within The Lakes at University Club Plantation, Phase 1-B community. To this end, it is of the utmost importance that this special character not be compromised by architectural designs and site plans that are improperly conceived, have issues unresolved, or are poorly executed.

To guarantee that the overall beauty of the community is preserved and enhanced, the University Club Plantation's Architectural Control Committee shall review plans submitted by the lot owners. This Architectural Review Committee has the authority to approve or disapprove any plans submitted for individual residences.

The Architectural Design Guidelines found in this booklet have been established to provide property owners, architects, and contractors with a set of parameters for the preparation of their drawings, specifications and plans.

The Architectural Review Committee will review and approve all designs and plans for the following criteria:

1. Consideration of primary site design requirements.
2. Sensitivity to the existing landscape features of each site, particularly existing trees and lake.
3. The visual relationship or physical impact the proposed home may have on surrounding home sites.
4. Excellence of architectural design.

Special attention should be given during the design process to small details that give each its own uniqueness, while still contributing to the neighborhood's overall New Orleans architectural character.

By encouraging quality and attention to detail through the application of these Design Guidelines, the Architectural Review Committee intends to preserve and enhance the aesthetic harmony, natural tranquility and overall property values of The Lakes at University Club Plantation, Phase 1-B.

SECTION I

HISTORIC BACKGROUND: NEW ORLEANS ARCHITECTURE

Types:

The architectural styles to be utilized in The Lakes at University Club Plantation, Phase 1-B shall be strictly limited to the following types that are indigenous to New Orleans: French Colonial Plantation House, Creole Cottage Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Port-Cochere Townhouse, American Townhouse and American Cottage. These eight house types have been selected from which architects and designers will be able to draw from to design the individual homes. These basic architectural styles are shown on pages 163 through 190. This information is reprinted from the publication New Orleans Houses/A House-Watchers Guide by Lloyd Vogt (Pelican Publishing Company – 1987) and is provided in an effort to indicate the historic background and identifying characteristics/features that are typical of each style. The houses illustrated here represent New Orleans in three different eras of architectural development, the Colonial Period (1718-1803), the Postcolonial Period (1803-1830) and the Antebellum Period (1830-1862). The geographical areas that originated in New Orleans during these periods was the Vieux Carre, Marigny, St. Marie, Gretna, Carrollton and some areas bordering Bayou St. John and Bayou Metairie

SECTION II

ARCHITECTURAL REVIEW PROCESS

A. INTRODUCTION

The architectural review process shall be administered in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation" November 30, 1998 at Original 914, Bundle 10957, as amended December 18, 1998 at Original 615, Bundle 10963, as amended January 21, 1999 at Original 787, Bundle 10972, as amended March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge State of Louisiana (hereinafter referred to collectively as the Declaration). The Architectural Review Committee shall have the authority to approve, amend or reject building plans, as they deem necessary to insure that continuity and quality of architectural design is maintained at an optimum degree within The Lakes at University Club Plantation, Phase 1-B.

ONLY THOSE PLANS DESIGNED BY PROFESSIONAL RESIDENTIAL DESIGNERS OR ARCHITECTS WHOSE QUALIFICATIONS ARE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE WILL BE ACCEPTED. THE CRITERIA USED IN DETERMINING A DESIGNER'S QUALIFICATIONS WILL BE WITHIN THE SOLE PROVINCE OF THE COMMITTEE.

B. ARCHITECTURAL REVIEW COMMITTEE

- (a) The Lakes at University Club Plantation, Phase 1-B is designed to be a unique community of residential properties. The "Restrictions" do not list specific design items necessary for plan approval. The authority to approve specific building plans rests solely with the Architectural Review Committee. The Committee does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.
- (b) All decisions and actions of the Architectural Review Committee shall require an affirmative vote of a majority of its members. The Committee will use these Architectural Design Guidelines for the general purpose of reviewing proposed construction but may individually consider the merits of any project due to special conditions that are felt to provide benefits to the adjacent areas, the specific site, or to the community as a whole.
- (c) Notwithstanding the fact that architectural design and "excellence" is and will be a subjective thing, and that there may be some difference of opinion in judging design and "excellence in design," nevertheless, any person or party acquiring and owning a lot in The Lakes at University Club Plantation, Phase 1-B understands and agrees to the criteria herein set forth and will be governed thereby.

C. APPLICATION PROCESS

- (a) The Application Process of Approval shall be in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." WRITTEN APPROVAL BY THE COMMITTEE MUST BE RECEIVED BEFORE COMMENCEMENT OF ANY CLEARING, GRADING OR CONSTRUCTION ACTIVITY. The authority to approve building and landscape plans is vested solely in the Committee.
- (b) It shall be the responsibility of the lot owner to acquaint his or her architects, designers, advisors and contractors with the architectural review process and the Design Guidelines.
- (c) Compliance with all local and governmental regulations and obtaining all necessary permits and fees shall be the obligation of the lot owner. The subdivision design review fees and deposits shall be in accordance with the schedule as indicated in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." The plans must be submitted in an adequately sized shipping tube with the lot number and lot owner's name legibly written on the tube cap.

D. PRELIMINARY DESIGN APPROVAL

- (a) PRIOR TO THE FINAL COMPLETION OF CONSTRUCTION DOCUMENTS, a preliminary review of the owner's plans by the Committee shall be conducted for an indication of the architect's or designer's compliance with the general design requirements. This service is intended to assist owners and architects in expediting their work and minimizing revision.
- (b) A completed copy of the Application for Approval, together with two (2) complete sets of the following items will be required for submission to the Architectural Review Committee. One set will be retained by the Committee, and one set will be returned to the property owner after completion of the review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT WRITTEN COMMITTEE APPROVAL. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.

- (I) Site plan drawn to 1" = 20' (minimum scale) showing the following:
 - 1. All proposed structures, sidewalks, driveways, improvements, utility and drainage easements, setbacks, existing trees (trees over 4" caliper measured four feet above natural grade) and natural features.
 - 2. North arrow and scale (1" = 10').
 - 3. Owner's name, present address and telephone number.
 - 4. Architect's/Designer's name, or Owner's representative, present address and telephone number.
- (II) Floor plan showing overall dimensions and area of structure minimum 1/8" scale.
- (III) All major elevations (front, rear, 2 sides) at minimum 1/8" scale with overall height dimensions.
- (IV) Description of all exterior materials, roof materials and colors. Samples should also be provided.

E. FINAL DESIGN APPROVAL FOLLOWING PRELIMINARY DESIGN APPROVAL

Two (2) complete sets of the following information shall be submitted to the Committee. One (1) set shall be retained by the Committee, and one (1) set shall be returned to the owner upon completion of review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT FINAL APPROVAL BY THE COMMITTEE. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.

- (I) Site Plan: 1" = 20' (minimum scale)
 - 1. All elements as previously submitted in preliminary application, plus
 - 2. Grading and drainage information and patterns.
 - 3. Retaining wall location(s) and height(s).
 - 4. Swales if required.
- (II) Architectural Drawings thoroughly dimensioned and noted, including floor plans, exterior elevations, wall sections, framing sections and roof plan.
- (III) Details of exterior building features including but not limited to doors, windows, roof edges, porches, etc.

- (IV) Details of any exterior plastered decorative elements including but not limited to door/window surroundings, chimneys, columns, parapet wall tops, etc.
- (V) Details of any courtyard/retainer wall or special features.
- (VI) Finish floor elevations – may be noted on Site Plan.
- (VII) Construction specifications.
- (VIII) Proposed construction schedule.
- (IX) Final landscape plan at 1" = 10' (minimum), which shall indicate:
 - 1. North arrow and scale
 - 2. All proposed structures, walkways, driveways, decks, patios, fencing, walls, etc. noting materials and/or finishes on landscape features.
 - 3. All existing trees over 4" in caliper – noting species and caliper, example: 8" Oak.
 - 4. All proposed shrub and groundcover plantings noting actual plant species, sizes and spacing.
 - 5. All proposed trees, noting actual species, sizes and spacing.
 - 6. All proposed lawn areas, noting method of application (sod, seeding, hydro mulching, etc.) and actual lawn species. All front lawn area shall be sodded. No hydro mulch shall be allowed on front lawns.

Final design approval will be effective for six months; thereafter, commencement of construction will require re-approval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

University Club Plantation
c/o Sinclair Kouns
15310 Memorials Tower Drive
Baton Rouge, LA 70810

SECTION III

SITE PLANNING AND LANDSCAPING DESIGN

A. INTRODUCTION

To insure that the overall beauty of the community is preserved and enhanced, the Architectural Review Committee has the authority to approve or disapprove landscape plans for individual residences. The Architectural Review Committee will take into account various relationships of the house to the site, surrounding homes, views, breezes and other important factors when reviewing specific landscape plans.

B. PRESERVATION OF NATURAL FEATURES/LOCATION OF HOUSE ON SITE

Approval by the Architectural Review Committee is required to remove any tree, on any building lot, with a trunk diameter over four (4) inches, at four (4) feet above natural grade.

Owners will be encouraged by the Committee to landscape their lots with plants that are indigenous (native) to the Baton Rouge areas.

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs related to driveways/ garages, entries, courtyards, patios, views, etc. Special attention is to be given to lots adjacent to the lake so as to optimize the on-site and off-site lake views from each lakefront lot.

C. BUILDING REQUIREMENTS

1. Minimum Dwelling Sizes

THE MINIMUM BUILDING REQUIREMENT FOR HEATED AND COOLED SPACE IN A ZERO LOT LINE "GARGEN HOME" DWELLING, SXCLUDING OPEN PORCHES AND GARAGES, SHALL BE 1,800 SQUARE-FEET FOR A ONE-STORY DWELLING AND 2,200 SQUARE-FEET FOR A TWO-STORY DWELLING.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

2. Building Setbacks

The minimum building setback limits have been determined by the Architectural Review Committee. The following setbacks are minimum standards and are measured from the property lines.

<u>Front and Road:</u>	20 feet
<u>Side:</u>	5 feet on one side, Zero feet on opposite side (see final plot for zero lot designation)
<u>Rear:</u>	20 feet

3. Exterior Materials

In order to insure visual continuity throughout the community, exterior materials shall be limited to "old" brick (new "imitation" old brick is acceptable) with a "sacked" mortar or painted finish and authentic cement plaster stucco (synthetic stucco may be allowed by the Architectural Review Committee on an individual house-by-house basis). Exterior millwork should consist of wood windows and doors and be constructed with true divided-lites with a thick sash. At least 66% of all exterior openings are to be a minimum of 8' from finished floors to top of sash or door cross rail. All exterior entry doors, sidelites and transoms are to be custom milled. Doors are to be a minimum of 7'-6" in height. All shutters must be sized for respective openings and hung on operable hinges. If dormers are used, they should have traditional or classical proportions appropriate to the house's architectural style. Exterior chimneys are to be brick or stucco; not wood clad or metal. Porches are to be constructed utilizing materials that are authentic to the historic architectural style being utilized. All stucco-type columns are to be cement plaster type (synthetic stucco type may be allowed by the Architectural Review Committee on an individual house-by-house basis), utilizing appropriate historic proportions and moldings that are approved in advance by the Architectural Review Committee. All wood posts are to be solid-wood or boxed-wood type posts utilizing historic detailing that is appropriate to the historic architectural style being utilized (i.e. chamfered/tapered/turned wood posts, applied wood molding, etc.). Historic wrought-iron type metal columns are allowed when utilized with an appropriate architectural style. All porch ceilings shall be constructed of 1 x beaded boards with maximum spacing of 5-1/2" between beads or Georgia-Pacific beaded plywood with 3-1/2" bead spacing (A/C plywood and T-1-11 plywood is not allowed). The use of exposed wood beams at porch ceilings (8'-0" maximum spacing) is required.

4. Roof Material

All roofing materials shall be outlined under the Design Criteria. The minimum roof pitch is to be 7 on 12. The following design criteria are encouraged for roofs:

- Angular and/or profiled fascia boards
- Exposed rounded and tapered rafter tails are encouraged. “Boxed” roof edges with 1 x 4 fascias (verses 1 x 6) are acceptable.
- Earth tones vs. white at eaves/fascia/soffit
- Overhangs at gable ends to be less than other areas of roof
- Property proportioned eave returns at gable ends vs. block eave returns
- Overhangs at dormers proportionately less than a major roof
- 66% of ground story eaves line must be 11 feet or higher to underside of fascia boards from grade level
- Gutters/down spouts/flashing must be copper unless otherwise approved. Alternate material sample shall be submitted. No galvanized material will be acceptable in any exposed sheet metal application.

E. DESIGN CRITERIA

1. Walkways

Any walkways built on site by an owner or his contractor shall have a minimum width of four (4) feet and shall be poured of 3000 psi concrete. Any walks or patios visible from the street shall be finished with exposed aggregate concrete, brick, stone or combinations thereof. Brown-finished concrete at these areas are not acceptable.

2. Lawn Areas

Though owners are encouraged by the Committee to landscape their lots for individual beautifications, any front yard area considered lawn area shall be sodded with the actual lawn species noted on the landscape plan, as well as any side yard to fifty (50) feet from front property line. Additionally, any area of lawn between the sidewalk and the street shall be considered as the owner’s front lawn, and may be landscaped or kept in its natural state depending on the decision of the Committee.

3. Driveways

Each dwelling shall have as an appurtenance thereto a concrete driveway or other approved material. Driveway curb returns shall be formed within a 6’ radius and shall be formed to appear integral to the curb to which such returns connect. The driveways on each lot are to be located on the side of the lot on which the 5’ building setback line is located. Driveways shall not be located adjacent to each other. On corner lots, it is intended that driveways be located on the front (or short) property line side of the lot that is adjacent to a street. All driveways shall be constructed utilizing brick, stone or exposed-aggregate/colored/stained concrete or other Architectural Control Committee approved materials from the intersection of the street and driveway back to a point fifteen feet (15’) away from the street.

4. Garage Openings

Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages must have multiple wood or steel raised panel garage doors, each door being one car width (9') and 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers. The use of "carriage-type" garage doors that are custom-made or constructed utilizing flat panel garage doors with applied wood trim are encouraged. Except for unusual circumstances, an owner of a lot must keep his automobile parked in his garage. All garage doors shall be kept closed except during periods of the actual use thereof. Only side and rear loading garages will be permitted. No front-loading garage doors shall be permitted to face the street. Carports are not permitted.

5. Walls and Fences

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. Any and all fencing/wall design shall be a part of the architectural drawings and shall be approved by the Architectural Review Committee.

The area between dwellings may be improved to provide a private courtyard for the exclusive use of the homeowner. Such areas may be private and screened from view.

All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views or lake views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Fences located on the rear (lake) side of lots adjacent to the lake are to be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum to a height of four (4) feet. No wood or solid masonry/stucco type fences that would obscure lake views are allowed to the rear of these lots. All walls and fences must be approved by the Architectural Review Committee prior to their installation.

6. Mailboxes

Each dwelling shall have a mailbox that is uniform throughout the community. The mailboxes shall be of the type as approved for use in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

7. Service Yard

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment, permitted antennae, and unsightly objects that must be placed or stored in order to conceal their view from any street, common area or community facility.

8. Landscape Lighting

Landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

9. Landscape

A landscape plan shall be submitted to the Committee for approval. All yards shall be irrigated and should receive "solid" sod. Any existing trees with a trunk diameter over four (4) inches, at four (4) feet above natural grade must have approval from the Architectural Review Committee before removal.

10. Maintenance

Each occupant will maintain the appearance of his residential lot in a high quality condition. Grass, weeds, and vegetation on the property should be maintained in a neat and attractive manner. Trees, shrubs and plants that die or become severely diseased should be removed promptly from their residential lots.

SECTION IV

ARCHITECTURAL DESIGN

A. INTRODUCTION

It is the intent of these guidelines to dictate certain specific architectural styles as previously indicated and to encourage a community of outstanding, individual architectural designs.

Terms such as “sound design” and “good taste” are difficult to be described and even more difficult to judge. Beauty may be in the eye of the beholder, but the overall aesthetic harmony of the community must take precedence over an architectural statement, particularly if that statement is a radical departure from what the general public perceives as “good design.” One ill-conceived or architecturally experimental home can greatly detract from the visual continuity of the overall community, as well as affect surrounding property values. For these reasons, the following elements are to be avoided:

- Harsh contrasts of colors and/or materials.
- Illogical or inappropriately scaled building elements.
- Poorly conceived and executed details.
- Experimental or extreme interpretations of the tenants of this particular architectural style.

The following elements are encouraged:

- Appropriate and intelligent selection of details.
- Well-designed floor plans.
- Sensitive interpretation of style within constraints of budget and site.
- Attention to scale, staying within the traditional or classical range of proportions.

B. DESIGN CRITERIA

1. Roof Materials

The following roofing materials will be allowed:

- A. Slate (antique and new)
- B. Wood
- C. Copper
- D. Tile (antique flat clay tile only)
- E. Architectural Asphalt Shingles (Elk Prestique II or equal as a minimum).

Non-architectural asphalt shingles will not be allowed. Standing-seam copper or galvanized v-crimpped “tin” roofing may be utilized on small roof areas for “visual accent” purposes upon approval by the Architectural Review Committee. These metal roof areas shall not exceed 25% of the residence’s total roof area.

2. Roof Slopes

The main roof structures on the front of a dwelling extending to the ridge shall be 7'V:12'H or steeper. Lower pitched roofs are acceptable on roof areas not to exceed 25% of the total roof area.

3. Windows

It is required that the windows on the front of all houses, the windows on the rear of all lakefront lots and the windows on the sides of all homes on corner lots be constructed of wood with true division lights. Quality wood clad windows by be approved by the Committee, provided that they are of a simulated divided light type. Aluminum, metal or vinyl windows may be utilized on the sides of all homes, with the exception of homes on corner lots, and on the rear of all non-lakefront lots. Window design and proportions shall be appropriate to the architectural style utilized.

4. Exterior Walls

To provide visual continuity throughout the development, it is recommended that the exterior wall surfaces be limited to "old" antique brick (new "imitation" brick is allowed), wood siding/trim, paint finished, paint-washed finished or lime-plaster finished. Cement plaster stucco utilizing an "old world" type finish and colored stucco in order to achieve a historic aged appearance is highly recommended (the use of synthetic stucco may be allowed by the Architectural Review Committee on an individual house-by-house basis). Stone trim such as door/window surrounds and sills are acceptable. Vinyl siding/trim and hardboard siding/trim will not be approved for use. A maximum of three (3) materials should be used on each residence.

5. Exterior Colors

The colors for exterior walls and components, such as trim, railings, posts, etc. should be tasteful and well-coordinated. All exterior materials and colors are to be approved by the Architectural Review Committee.

6. Shutters

If shutters are to be used, their horizontal dimensions should be no more than one half that of the window dimensions for 2' wide and wider windows. Metal or plastic shutters are not allowed. Shutter type/design shall be appropriate with the architectural house style utilized.

7. Doorways and Exterior Entries

All exterior entry doors shall be custom-made and designed with appropriate proportions and detail as is consistent with the architectural style used. Sidelights and transoms are highly recommended, in particular with French Doors at major entries. The use of storm doors is discouraged. The minimum door height shall be 7 feet and the muntin bar width shall not exceed 3/4". Leaded glass at exterior doors is not allowed.

8. Gutters, Downspouts and Flashing

All exposed flashing, gutters and downspouts, if used, must be copper. All dormer flashing (exposed and non-exposed) shall be copper. Galvanized sheet metal flashing may be utilized at unexposed areas such as blind counter/roof flashing. All metal roof edge drips are to be copper or brown colored pre-coated sheet metal type. Galvanized sheet metal roof edge drips are not allowed.

9. Dormers

Dormers are to be designed and constructed with the appropriate proportions material usage and detailing as is consistent with the architectural house style utilized.

10. Chimneys

Chimneys must be developed on an appropriate style/proportion and must be constructed of brick or stucco. The use of wood, clad or metal chimneys is not allowed.

11. Exterior Lighting

Every house shall have a minimum of one (1) gas lantern on the front elevation with a minimum height of 22". Every house backing up to the lake shall have a minimum of one (1) 20" high gas lantern located on the rear of the house. All other gas lanterns shall be at least 19" in height. All gas lanterns design and material finish shall be appropriate with the architectural house style utilized.

THE DESIGN GUIDELINES HEREIN ARE NOT INTENDED TO AMEND, ALTER OR SUPERSEDE THE DECLARATION OF BUILDING AND USE RESTRICTIONS AND SERVITUDES FOR UNIVERSITY CLUB PLANTATION AS RECORDED IN THE CHANCERY CLERK'S OFFICE OF EAST BATON ROUGE PARISH. IN THE EVENT THAT THESE GUIDELINES CONFLICT WITH SAID DECLARATION, THE DECLARATION SHALL CONTROL.

NO APPROVAL OF PLANS AND SPECIFICATIONS, NOR THESE DESIGN GUIDELINES SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT A STRUCTURE IS PROPERLY DESIGNED. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY STRUCTURE WILL BE BUILT IN A GOOD WORKMANLIKE MANNER. IT IS THE SOLE RESPONSIBILITY OF THE LOT OWNER TO MAKE SURE THAT CONSTRUCTION MEETS THE CRITERIA OF UNIVERSITY CLUB PLANTATION COVENANTS AND DESIGN GUIDELINES.

SECTION V

GENERAL RULES FOR ALL OWNERS CONTRACTORS AND SERVICE PERSONNEL

The following rules apply to all owners, contractors and service personnel while on the premises of The Lakes at University Club Plantation, Phase 1-B.

- A. Concrete trucks are limited to no more than six (6) cubic yards. Dump trucks are limited to no more than five (5) cubic yards for single axle and 12 cubic yards for dual axle. No trailer trucks
- B. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be removed daily. ALL trash stockpiled for removal shall be located on street side of lot unit removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and will be billed to the responsible party or taken from the Damage Deposit – a \$500 per lot deposit that must be paid in full to University Club Plantation Architectural Review Committee prior to beginning construction.
- C. Contractors will use only the utilities provided on the immediate lot on which they are working.
- D. Contractors are to insure that deliveries made to their job site do not infringe on adjacent lots.
- E. Any damage to streets and curbs, common areas, utility or drainage systems, street lights, street markers, mailboxes, walls, etc. will be repaired by University Club Plantation, L.L.C., and such costs will be billed to the responsible lot owner or contractor or taken from the damage deposit.
- F. The established speed limit within the community is 25 miles per hours for construction vehicles, including light trucks and autos. This must be obeyed.
- G. There will be no washing of any truck on the streets, adjoining lots or common areas. Any concrete delivery truck washed out must be on the construction site.
- H. Operators of vehicles are required to see that they do not spill any damaging materials while within the community, and if spillage of a load occurs, operators are responsible for cleaning up the spillage. Cleanups done by University Club Plantation, L.L.C. will be billed to the responsible party or taken from the damage deposit. Please report any spills as soon as possible.
- I. If the telephone, cable TV, electrical, water, etc. lines are cut, it is the Contractor's and/or Owner's responsibility to report such accidents to the appropriate utility company within thirty (30) minutes.

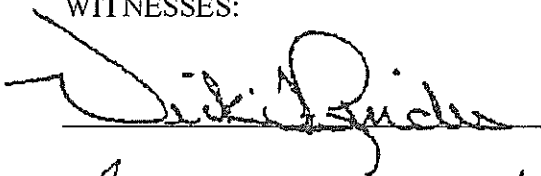
- J. All personnel working in the Community are to insure that they will keep all areas in which they work or travel through free of discarded materials, such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.
- K. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way.
- L. No shortcuts across lots are allowed.
- M. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. All construction equipment and vehicles may be left on the site while needed, but must not be kept on the street.
- N. Only bona fide workers are allowed on property. Wives may drive workers to site and pick them up, but must not remain on the property unless they are actual employees of the subcontractor. No children will be permitted on the property unless they are bona fide workers.
- O. Contractor will provide portable toilets on job sites.
- P. No construction on any lot shall be commenced or performed by anyone other than a builder who has been pre-approved by the Architectural Control Committee, and who has entered into a written contract with the Owners' Association. All builders seeking approval are required to submit a written application to the Architectural Control Committee and to sign a written contract with the Owners' Association.
- Q. No temporary storage tanks or buildings are allowed.

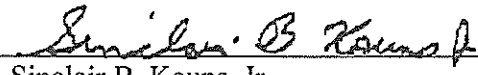
THE UNIVERSITY CLUB PLANTAITON, L.L.C. PARTNERSHIP INTENDS TO ENFORCE THESE REGULATIONS FOR THE PROTECTION OF ALL OWNERS. FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF YOUR PRIVILEGE TO ENTER THE GATE, AND FORFEITURE OF DEPOSIT.

THUS DONE AND SIGNED on this 12th day of July, 2000, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

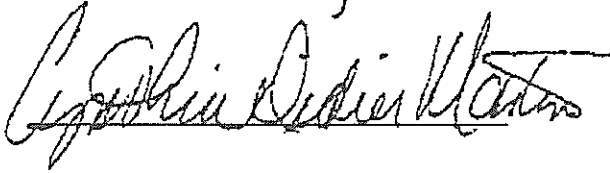
WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.



By: 

Sinclair B. Kouns, Jr.





NOTARY PUBLIC

EXHIBIT "A"

These certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 190 through 225, inclusive. THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 1-B, as shown on the map dated July 6, 2000 prepared by Chenevert Songy Rodi Soderberg, An Engineering/Architectural Corporation, entitles "Final Plat of University Club Plantation, Phase 1-B, A Residential Subdivision "being a subdivision of Tract1-1, Woodstock Plantation in the Parish of East Baton Rouge, located in Section 47, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana recorded July 6, 2000 at Original 699 Bundle 011363, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

ORIG 294 ENL 11138

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EAST BATON ROUGE PARISH, LA.

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CLERK OF COURT & RECORDER

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DEPUTY CLERK & RECORDER

PARISH OF EAST BATON ROUGE

C

**DECLARATION OF
BUILDING AND USE RESTRICTIONS,
SERVITUDES AND DESIGN GUIDELINES
FOR THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 2-B**

This Declaration is made as of the 24th day of January, 2005, by:

University Club Plantation, L.L.C., a Louisiana limited liability company represented herein by Sinclair B. Kouns, Jr., duly authorized ("Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of certain immovable property situated in the Parish of East Baton Rouge, State of Louisiana, described on the attached Exhibit "A" (the "Property");

Declarant desires that the Property together with other immovable property be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and improved subject to uniform reservations, servitudes, restrictions, covenants, charges, liens, privileges, servitudes and conditions as part of a general plan of development as a residential community accommodating a mix of residential, commercial, golf course and country club, public and other land uses, for the benefit of Declarant and subsequent owners and occupants of the community in order to protect and enhance its quality and value;

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following reservations, servitudes, restrictions, covenants, charges, liens, privileges, and conditions which are imposed for the purpose of protecting the quality and value of an which shall run with title to the Property made subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the Property made subject to this Declaration or any portion thereof, and their respective heirs, successors, successors-in-titles, assigns, and which shall inure to the benefit of each owner of the Property.

PREFACE

The "Design Guidelines for The Lakes at University Club Plantation, Phase 2-B" has been developed in an effort to create a residential community having a uniform plan of development for the preservation of property values and amenities in The Lakes at University Club Plantation, Phase 2-B. The real property located in The Lakes at University Club Plantation, Phase 2-B is hereby subjected to the covenants, conditions, restrictions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereof poorly designed, detailed or proportioned structures, and structures built of improper and unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of "time tested", attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from side yards, rear yards and streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance and maintain the values of investments made by purchasers of building sites thereon. These design guidelines are to be used in conjunction with and serve as a supplement to the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

The architectural styles to be utilized shall be strictly limited to certain styles that are indigenous to New Orleans, Louisiana. These styles shall be French Colonial Plantation House, Creole Cottage, Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Porte-Cochere Townhouse, American Townhouse and American Cottage. There are sketches that illustrate the characteristics of each of these styles of architecture included in this booklet. It is difficult to convey a design idea verbally; therefore, the visual examples help to illustrate the exterior architectural appearances that will be acceptable in this community. Also, please note that many of the sketches shown are larger than a garden home lot will allow, and that the intent of including these examples is to illustrate the architectural style.

A strict regard for the concepts and design ideas used in this booklet will allow for a cohesive, yet individual neighborhood.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within The Lakes at University Club Plantation, Phase 2-B community. To this end, it is of the utmost importance that this special character not be compromised by architectural designs and site plans that are improperly conceived, have issues unresolved, or are poorly executed.

To guarantee that the overall beauty of the community is preserved and enhanced, the University Club Plantation's Architectural Control Committee shall review plans submitted by the lot owners. This Architectural Review Committee has the authority to approve or disapprove any plans submitted for individual residences.

The Architectural Design Guidelines found in this booklet have been established to provide property owners, architects, and contractors with a set of parameters for the preparation of their drawings, specifications and plans.

The Architectural Review Committee will review and approve all designs and plans for the following criteria:

1. Consideration of primary site design requirements.
2. Sensitivity to the existing landscape features of each site, particularly existing trees and lake.
3. The visual relationship or physical impact the proposed home may have on surrounding home sites.
4. Excellence of architectural design.

Special attention should be given during the design process to small details that give each its own uniqueness, while still contributing to the neighborhood's overall New Orleans architectural character.

By encouraging quality and attention to detail through the application of these Design Guidelines, the Architectural Review Committee intends to preserve and enhance the aesthetic harmony, natural tranquility and overall property values of The Lakes at University Club Plantation, Phase 2-B.

SECTION I

HISTORIC BACKGROUND: NEW ORLEANS ARCHITECTURE

Types:

The architectural styles to be utilized in The Lakes at University Club Plantation, Phase 2-B shall be strictly limited to the following types that are indigenous to New Orleans: French Colonial Plantation House, Creole Cottage Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Port-Cochere Townhouse, American Townhouse and American Cottage. These eight house types have been selected from which architects and designers will be able to draw from to design the individual homes. These basic architectural styles are shown on pages 163 through 190. This information is reprinted from the publication New Orleans Houses/A House-Watchers Guide by Lloyd Vogt (Pelican Publishing Company – 1987) and is provided in an effort to indicate the historic background and identifying characteristics/features that are typical of each style. The houses illustrated here represent New Orleans in three different eras of architectural development, the Colonial Period (1718-1803), the Postcolonial Period (1803-1830) and the Antebellum Period (1830-1862). The geographical areas that originated in New Orleans during these periods was the Vieux Carre, Marigny, St. Marie, Gretna, Carrollton and some areas bordering Bayou St. John and Bayou Metairie

SECTION II

ARCHITECTURAL REVIEW PROCESS

A. INTRODUCTION

The architectural review process shall be administered in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation" November 30, 1998 at Original 914, Bundle 10957, as amended December 18, 1998 at Original 615, Bundle 10963, as amended January 21, 1999 at Original 787, Bundle 10972, as amended March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge State of Louisiana (hereinafter referred to collectively as the Declaration). The Architectural Review Committee shall have the authority to approve, amend or reject building plans, as they deem necessary to insure that continuity and quality of architectural design is maintained at an optimum degree within The Lakes at University Club Plantation, Phase 2-B.

ONLY THOSE PLANS DESIGNED BY PROFESSIONAL RESIDENTIAL DESIGNERS OR ARCHITECTS WHOSE QUALIFICATIONS ARE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE WILL BE ACCEPTED. THE CRITERIA USED IN DETERMINING A DESIGNER'S QUALIFICATIONS WILL BE WITHIN THE SOLE PROVINCE OF THE COMMITTEE.

B. ARCHITECTURAL REVIEW COMMITTEE

- (a) The Lakes at University Club Plantation, Phase 2-B is designed to be a unique community of residential properties. The "Restrictions" do not list specific design items necessary for plan approval. The authority to approve specific building plans rests solely with the Architectural Review Committee. The Committee does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.
- (b) All decisions and actions of the Architectural Review Committee shall require an affirmative vote of a majority of its members. The Committee will use these Architectural Design Guidelines for the general purpose of reviewing proposed construction but may individually consider the merits of any project due to special conditions that are felt to provide benefits to the adjacent areas, the specific site, or to the community as a whole.
- (c) Notwithstanding the fact that architectural design and "excellence" is and will be a subjective thing, and that there may be some difference of opinion in judging design and "excellence in design," nevertheless, any person or party acquiring and owning a lot in The Lakes at University Club Plantation, Phase 2-B understands and agrees to the criteria herein set forth and will be governed thereby.

C. APPLICATION PROCESS

- (a) The Application Process of Approval shall be in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." WRITTEN APPROVAL BY THE COMMITTEE MUST BE RECEIVED BEFORE COMMENCEMENT OF ANY CLEARING, GRADING OR CONSTRUCTION ACTIVITY. The authority to approve building and landscape plans is vested solely in the Committee.
- (b) It shall be the responsibility of the lot owner to acquaint his or her architects, designers, advisors and contractors with the architectural review process and the Design Guidelines.
- (c) Compliance with all local and governmental regulations and obtaining all necessary permits and fees shall be the obligation of the lot owner. The subdivision design review fees and deposits shall be in accordance with the schedule as indicated in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." The plans must be submitted in an adequately sized shipping tube with the lot number and lot owner's name legibly written on the tube cap.

D. PRELIMINARY DESIGN APPROVAL

- (a) PRIOR TO THE FINAL COMPLETION OF CONSTRUCTION DOCUMENTS, a preliminary review of the owner's plans by the Committee shall be conducted for an indication of the architect's or designer's compliance with the general design requirements. This service is intended to assist owners and architects in expediting their work and minimizing revision.
- (b) A completed copy of the Application for Approval, together with two (2) complete sets of the following items will be required for submission to the Architectural Review Committee. One set will be retained by the Committee, and one set will be returned to the property owner after completion of the review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT WRITTEN COMMITTEE APPROVAL. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.

- (I) Site plan drawn to 1" = 20' (minimum scale) showing the following:
 - 1. All proposed structures, sidewalks, driveways, improvements, utility and drainage easements, setbacks, existing trees (trees over 4" caliper measured four feet above natural grade) and natural features.
 - 2. North arrow and scale (1" = 10').
 - 3. Owner's name, present address and telephone number.
 - 4. Architect's/Designer's name, or Owner's representative, present address and telephone number.
- (II) Floor plan showing overall dimensions and area of structure minimum 1/8" scale.
- (III) All major elevations (front, rear, 2 sides) at minimum 1/8" scale with overall height dimensions.
- (IV) Description of all exterior materials, roof materials and colors. Samples should also be provided.

E. FINAL DESIGN APPROVAL FOLLOWING PRELIMINARY DESIGN APPROVAL

Two (2) complete sets of the following information shall be submitted to the Committee. One (1) set shall be retained by the Committee, and one (1) set shall be returned to the owner upon completion of review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT FINAL APPROVAL BY THE COMMITTEE. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.

- (I) Site Plan: 1" = 20' (minimum scale)
 - 1. All elements as previously submitted in preliminary application, plus
 - 2. Grading and drainage information and patterns.
 - 3. Retaining wall location(s) and height(s).
 - 4. Swales if required.
- (II) Architectural Drawings thoroughly dimensioned and noted, including floor plans, exterior elevations, wall sections, framing sections and roof plan.
- (III) Details of exterior building features including but not limited to doors, windows, roof edges, porches, etc.

- (IV) Details of any exterior plastered decorative elements including but not limited to door/window surroundings, chimneys, columns, parapet wall tops, etc.
- (V) Details of any courtyard/retainer wall or special features.
- (VI) Finish floor elevations – may be noted on Site Plan.
- (VII) Construction specifications.
- (VIII) Proposed construction schedule.
- (IX) Final landscape plan at 1" = 10' (minimum), which shall indicate:
 - 1. North arrow and scale
 - 2. All proposed structures, walkways, driveways, decks, patios, fencing, walls, etc. noting materials and/or finishes on landscape features.
 - 3. All existing trees over 4" in caliper – noting species and caliper, example: 8" Oak.
 - 4. All proposed shrub and groundcover plantings noting actual plant species, sizes and spacing.
 - 5. All proposed trees, noting actual species, sizes and spacing.
 - 6. All proposed lawn areas, which shall be sodded from property line to property line. No hydro mulch shall be allowed on lawn areas.
- (X) Landscape plans shall incorporate the following minimum standards:
 - 1. Trees. The owner shall plant one (1) tree per 2,000 square feet of Lot area, meaning that on an average Lot of 10,000 square feet, five (5) trees would be required. The trees must be a minimum three (3") inches caliper, diameter measured twelve (12") inches above the ground. Multiple trunk, fruiting and flowering trees are encouraged; however, if they are to qualify as a required tree at least one cane or trunk must be two (2") inches caliper. The number of required new trees may vary depending upon the number of existing trees, as credit is given for existing trees and size of installed new trees. The Committee may grant some variances for rear yard areas in the case of pools.

50% of the trees shall be planted in the front yard with the remaining fifty percent (50%) planted elsewhere on the lot. The Owner must plant a minimum of fifty (50) shrubs, three (3) gallon size minimum, of which 50% are to be planted in the front yard. This requirement may be altered by the Committee depending on size of material and overall appearance. Miniature/dwarf plants will not count toward minimum requirements.

2. Beds. Landscape flower and shrub beds shall be a minimum of four (4') feet in width immediately in front of all main building lines.
3. Plans. Two (2) sets of landscape plans and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted for approval. Bed preparation specifications must be submitted with landscape lands for Committee approval. Landscape plans should be submitted with house plans, but in any event, no later than "black in" stage. All elevations of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Landscape Damage Deposit will be held until landscaping is completed. All landscape architects and contractors should follow Louisiana Nursery Specifications and Standards.

If Owner moves in or occupies the home prior to its completion or the completion of landscaping, the Owner shall forfeit the Construction/Landscape Damage Deposit.

Final design approval will be effective for six months; thereafter, commencement of construction will require re-approval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

University Club Plantation
c/o Sinclair Kouns
15310 Memorials Tower Drive
Baton Rouge, LA 70810

SECTION III

SITE PLANNING AND LANDSCAPING DESIGN

A. INTRODUCTION

To insure that the overall beauty of the community is preserved and enhanced, the Architectural Review Committee has the authority to approve or disapprove landscape plans for individual residences. The Architectural Review Committee will take into account various relationships of the house to the site, surrounding homes, views, breezes and other important factors when reviewing specific landscape plans.

B. PRESERVATION OF NATURAL FEATURES/LOCATION OF HOUSE ON SITE

Approval by the Architectural Review Committee is required to remove any tree, on any building lot, with a trunk diameter over four (4) inches, at four (4) feet above natural grade.

Owners will be encouraged by the Committee to landscape their lots with plans that are indigenous (native) to the Baton Rouge areas.

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs related to driveways/ garages, entries, courtyards, patios, views, etc. Special attention is to be given to lots adjacent to the lake so as to optimize the on-site and off-site lake views from each lakefront lot.

C. BUILDING REQUIREMENTS

1. Minimum Dwelling Sizes

THE MINIMUM BUILDING REQUIREMENT FOR HEATED AND COOLED SPACE IN A ZERO LOT LINE "GARGEN HOME" DWELLING, SXCLUDING OPEN PORCHES AND GARAGES, SHALL BE 1,800 SQUARE-FEET FOR A ONE-STORY DWELLING AND 2,200 SQUARE-FEET FOR A TWO-STORY DWELLING.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

2. Building Setbacks

The minimum building setback limits have been determined by the Architectural Review Committee. The following setbacks are minimum standards and are measured from the property lines.

<u>Front and Road:</u>	20 feet
<u>Side:</u>	5 feet on one side, Zero feet on opposite side (see final plot for zero lot designation)
<u>Rear:</u>	20 feet

3. Exterior Materials

In order to insure visual continuity throughout the community, exterior materials shall be limited to “old” brick (new “imitation” old brick is acceptable) with a “sacked” mortar or painted finish and authentic cement plaster stucco. Exterior millwork should consist of wood windows and doors and be constructed with true divided-lites with a thick sash. At least 66% of all exterior openings are to be a minimum of 8’ from finished floors to top of sash or door cross rail. All exterior entry doors, sidelites and transoms are to be custom milled. Doors are to be a minimum of 7’-6” in height. All shutters must be sized for respective openings and hung on operable hinges. If dormers are used, they should have traditional or classical proportions appropriate to the house’s architectural style. Exterior chimneys are to be brick or stucco; not wood clad or metal. Porches are to be constructed utilizing materials that are authentic to the historic architectural style being utilized. All stucco-type columns are to be cement plaster type (synthetic stucco type may be allowed by the Architectural Review Committee on an individual house-by-house basis), utilizing appropriate historic proportions and moldings that are approved in advance by the Architectural Review Committee. All wood posts are to be solid-wood or boxed-wood type posts utilizing historic detailing that is appropriate to the historic architectural style being utilized (i.e. chamfered/tapered/turned wood posts, applied wood molding, etc.). Historic wrought-iron type metal columns are allowed when utilized with an appropriate architectural style. All porch ceilings shall be constructed of 1 x beaded boards with maximum spacing of 5-1/2” between beads or Georgia-Pacific beaded plywood with 3-1/2” bead spacing (A/C plywood and T-1-11 plywood is not allowed). The use of exposed wood beams at porch ceilings (8’-0” maximum spacing) is required.

4. Roof Material

All roofing materials shall be outlined under the Design Criteria. The minimum roof pitch is to be 7 on 12. The following design criteria are encouraged for roofs:

- Angular and/or profiled fascia boards
- Exposed rounded and tapered rafter tails are encouraged. "Boxed" roof edges with 1 x 4 fascias (verses 1 x 6) are acceptable.
- Earth tones vs. white at eaves/fascia/soffit
- Overhangs at gable ends to be less than other areas of roof
- Property proportioned eave returns at gable ends vs. block eave returns
- Overhangs at dormers proportionately less than a major roof
- 66% of ground story eaves line must be 11 feet or higher to underside of fascia boards from grade level
- Gutters/down spouts/flashing must be copper unless otherwise approved. Alternate material sample shall be submitted. No galvanized material will be acceptable in any exposed sheet metal application.

E. DESIGN CRITERIA

1. Walkways

Any walkways built on site by an owner or his contractor shall have a minimum width of four (4) feet and shall be poured of 3000 psi concrete. Any walks or patios visible from the street shall be finished with exposed aggregate concrete, brick, stone or combinations thereof. Walkways located forward of the front setback line shall have brick or stone edging. Brown-finished concrete at these areas are not acceptable.

2. Lawn Areas

Though owners are encouraged by the Committee to landscape their lots for individual beautifications, all lawn area shall be sodded with the actual lawn species noted on the landscape plan from property line to property line.

3. Driveways

Each dwelling shall have as an appurtenance thereto a concrete driveway or other approved material. Driveway curb returns shall be formed within a 6' radius and shall be formed to appear integral to the curb to which such returns connect. The driveways on each lot are to be located on the side of the lot on which the 5' building setback line is located. Driveways shall not be located adjacent to each other. On corner lots, it is intended that driveways be located on the front (or short) property line side of the lot that is adjacent to a street. All driveways shall be constructed utilizing brick, stone or exposed-aggregate/colored/stained concrete or other Architectural Control Committee approved materials. An apron with a depth of at least six (6) bricks shall be required at the entrance of all driveways. All driveways shall be edged with brick forward of the front building setback line.

4. Garage Openings

Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages must have multiple wood or steel raised panel garage doors, each door being one car width (9') and 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers. The use of "carriage-type" garage doors that are custom-made or constructed utilizing flat panel garage doors with applied wood trim are encouraged. Except for unusual circumstances, an owner of a lot must keep his automobile parked in his garage. All garage doors shall be kept closed except during periods of the actual use thereof. Only side and rear loading garages will be permitted. No front-loading garage doors shall be permitted to face the street. Carports are not permitted.

5. Walls and Fences

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. Any and all fencing/wall design shall be a part of the architectural drawings and shall be approved by the Architectural Review Committee.

The area between dwellings may be improved to provide a private courtyard for the exclusive use of the homeowner. Such areas may be private and screened from view.

All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views or lake views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Fences located on the rear (lake) side of lots adjacent to the lake are to be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum to a height of five (5') feet. No wood or solid masonry/stucco type fences that would obscure lake views are allowed to the rear of these lots. All walls and fences must be approved by the Architectural Review Committee prior to their installation.

6. Mailboxes

Each dwelling shall have a mailbox that is uniform throughout the community. The mailboxes shall be of the type as approved for use in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

7. Service Yard

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment, permitted antennae, and unsightly objects that must be placed or stored in order to conceal their view from any street, common area or community facility.

8. Landscape Lighting

Landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

9. Landscape

A landscape plan shall be submitted to the Committee for approval. All yards shall be irrigated and should receive "solid" sod. Any existing trees with a trunk diameter over four (4) inches, at four (4) feet above natural grade must have approval from the Architectural Review Committee before removal.

10. Maintenance

Each occupant will maintain the appearance of his residential lot in a high quality condition. Grass, weeds, and vegetation on the property should be maintained in a neat and attractive manner. Trees, shrubs and plants that die or become severely diseased should be removed promptly from their residential lots.

SECTION IV

ARCHITECTURAL DESIGN

A. INTRODUCTION

It is the intent of these guidelines to dictate certain specific architectural styles as previously indicated and to encourage a community of outstanding, individual architectural designs.

Terms such as “sound design” and “good taste” are difficult to be described and even more difficult to judge. Beauty may be in the eye of the beholder, but the overall aesthetic harmony of the community must take precedence over an architectural statement, particularly if that statement is a radical departure from what the general public perceives as “good design.” One ill-conceived or architecturally experimental home can greatly detract from the visual continuity of the overall community, as well as affect surrounding property values. For these reasons, the following elements are to be avoided:

- Harsh contrasts of colors and/or materials.
- Illogical or inappropriately scaled building elements.
- Poorly conceived and executed details.
- Experimental or extreme interpretations of the tenants of this particular architectural style.

The following elements are encouraged:

- Appropriate and intelligent selection of details.
- Well-designed floor plans.
- Sensitive interpretation of style within constraints of budget and site.
- Attention to scale, staying within the traditional or classical range of proportions.

B. DESIGN CRITERIA

1. Roof Materials

The following roofing materials will be allowed:

- A. Slate (antique and new)
- B. Wood
- C. Copper
- D. Tile (antique flat clay tile only)
- E. Architectural Asphalt Shingles (Elk Prestique II or equal as a minimum).

Non-architectural asphalt shingles will not be allowed. Standing-seam copper or galvanized v-crimped "tin" roofing may be utilized on small roof areas for "visual accent" purposes upon approval by the Architectural Review Committee. These metal roof areas shall not exceed 25% of the residence's total roof area.

2. Roof Slopes

The main roof structures on the front of a dwelling extending to the ridge shall be 7'V:12'H or steeper. Lower pitched roofs are acceptable on roof areas not to exceed 25% of the total roof area.

3. Windows

It is required that the windows on the front of all houses, the windows on the rear of all lakefront lots and the windows on the sides of all homes on corner lots be constructed of wood with true division lights. Quality wood clad windows may be approved by the Committee, provided that they are of a simulated divided light type. Aluminum, metal or vinyl windows may be utilized on the sides of all homes, with the exception of homes on corner lots, and on the rear of all non-lakefront lots. Window design and proportions shall be appropriate to the architectural style utilized.

4. Exterior Walls

To provide visual continuity throughout the development, it is recommended that the exterior wall surfaces be limited to "old" antique brick (new "imitation" brick is allowed), wood siding/trim and cement plaster stucco. All brick wall areas shall be either mortar "sack" finished, paint finished, paint-washed finished or lime-plaster finished. No deep tooled mortar joints allowed. Cement plaster stucco utilizing an "old world" type finish and colored stucco in order to achieve a historic aged appearance is highly recommended. Stone trim such as door/window surrounds and sills are acceptable. Vinyl siding/trim and hardboard siding/trim will not be approved for use. A maximum of three (3) materials should be used on each residence.

5. Exterior Colors

The colors for exterior walls and components, such as trim, railings, posts, etc. should be tasteful and well-coordinated. All exterior materials and colors are to be approved by the Architectural Review Committee.

6. Shutters

If shutters are to be used, their horizontal dimensions should be no more than one half that of the window dimensions for 2' wide and wider windows. Metal or plastic shutters are not allowed. Shutter type/design shall be appropriate with the architectural house style utilized. All shutters must be hung on operable hinges.

7. Doorways and Exterior Entries

All exterior entry doors shall be custom-made and designed with appropriate proportions and detail as is consistent with the architectural style used. Sidelights and transoms are highly recommended, in particular with French Doors at major entries. The use of storm doors is discouraged. The minimum door height shall be seven (7') feet and six (6") inches and the muntin bar width shall not exceed 3/4". Leaded glass at exterior doors is not allowed.

8. Gutters, Downspouts and Flashing

All exposed flashing, gutters and downspouts, if used, must be copper. All dormer flashing (exposed and non-exposed) shall be copper. Galvanized sheet metal flashing may be utilized at unexposed areas such as blind counter/roof flashing. All metal roof edge drips are to be copper or brown colored pre-coated sheet metal type. Galvanized sheet metal roof edge drips are not allowed.

9. Dormers

Dormers are to be designed and constructed with the appropriate proportions material usage and detailing as is consistent with the architectural house style utilized.

10. Chimneys

Chimneys must be developed on an appropriate style/proportion and must be constructed of brick or stucco. The use of wood, clad or metal chimneys is not allowed.

11. Exterior Lighting

Every house shall have a minimum of one (1) gas lantern on the front elevation with a minimum height of twenty-four (24") inches. Every house backing up to the lake shall have a minimum of one (1) 24" high gas lantern located on the rear of the house. All other gas lanterns shall be at least 19" in height. All gas lanterns design and material finish shall be appropriate with the architectural house style utilized.

THE DESIGN GUIDELINES HEREIN ARE NOT INTENDED TO AMEND, ALTER OR SUPERSEDE THE DECLARATION OF BUILDING AND USE RESTRICTIONS AND SERVITUDES FOR UNIVERSITY CLUB PLANTATATION AS RECORDED IN THE CHANCERY CLERK'S OFFICE OF EAST BATON ROUGE PARISH. IN THE EVENT THAT THESE GUIDELINES CONFLICT WITH SAID DECLARATION, THE DECLARATION SHALL CONTROL.

NO APPROVAL OF PLANS AND SPECIFICATIONS, NOR THESE DESIGN GUIDELINES SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT A STRUCTURE IS PROPERLY DESIGNED. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY STRUCTURE WILL BE BUILT IN A GOOD WORKMANLIKE MANNER. IT IS THE SOLE RESPONSIBILITY OF THE LOT OWNER TO MAKE SURE THAT CONSTRUCTION MEETS THE CRITERIA OF UNIVERSITY CLUB PLANTATION COVENANTS AND DESIGN GUIDELINES.

SECTION V

GENERAL RULES FOR ALL OWNERS CONTRACTORS AND SERVICE PERSONNEL

The following rules apply to all owners, contractors and service personnel while on the premises of The Lakes at University Club Plantation, Phase 2-B.

- A. Concrete trucks are limited to no more than six (6) cubic yards. Dump trucks are limited to no more than five (5) cubic yards for single axle and 12 cubic yards for dual axle. No trailer trucks of gravel or dirt are allowed.
- B. Contractors are required to keep their job sites as neat and clean as possible. A commercial dumpster is required on the lot for trash and discarded materials. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and will be billed to the responsible party or taken from the Damage Deposit.
- C. Contractors will use only the utilities provided on the immediate lot on which they are working.
- D. Contractors are to insure that deliveries made to their job site do not infringe on adjacent lots.
- E. Any damage to streets and curbs, common areas, utility or drainage systems, street lights, street markers, mailboxes, walls, etc. will be repaired by University Club Plantation, L.L.C., and such costs will be billed to the responsible lot owner or contractor or taken from the damage deposit.
- F. The established speed limit within the community is 25 miles per hours for construction vehicles, including light trucks and autos. This must be obeyed.
- G. There will be no washing of any truck on the streets, adjoining lots or common areas. Any concrete delivery truck washed out must be on the construction site.
- H. Operators of vehicles are required to see that they do not spill any damaging materials while within the community, and if spillage of a load occurs, operators are responsible for cleaning up the spillage. Cleanups done by University Club Plantation, L.L.C. will be billed to the responsible party or taken from the damage deposit. Please report any spills as soon as possible.
- I. If the telephone, cable TV, electrical, water, etc. lines are cut, it is the Contractor's and/or Owner's responsibility to report such accidents to the appropriate utility company within thirty (30) minutes.

- J. All personnel working in the Community are to insure that they will keep all areas in which they work or travel through free of discarded materials, such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.
- K. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way.
- L. No shortcuts across lots are allowed.
- M. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. All construction equipment and vehicles may be left on the site while needed, but must not be kept on the street.
- N. Only bona fide workers are allowed on property. Wives may drive workers to site and pick them up, but must not remain on the property unless they are actual employees of the subcontractor. No children will be permitted on the property unless they are bona fide workers.
- O. Contractor will provide portable toilets on job sites.
- P. No construction on any lot shall be commenced or performed by anyone other than a builder who has been pre-approved by the Architectural Control Committee, and who has entered into a written contract with the Owners' Association. All builders seeking approval are required to submit a written application to the Architectural Control Committee and to sign a written contract with the Owners' Association.
- Q. No temporary storage tanks or buildings are allowed.

THE UNIVERSITY CLUB PLANTAITON, L.L.C. PARTNERSHIP INTENDS TO ENFORCE THESE REGULATIONS FOR THE PROTECTION OF ALL OWNERS. FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF YOUR PRIVILEGE TO ENTER THE GATE, AND FORFEITURE OF DEPOSIT.

THUS DONE AND SIGNED on this 24th day of January, 2005, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Debby Kounstee
Print Name: Debby Kounstee

By: *Sinclair B Kouns*
Sinclair B. Kouns, Jr.

Grace Dykes
Print Name: Grace Dykes

Bingham M Stewart

NOTARY PUBLIC

Name: Bingham M. Stewart
Bar# 12465

EXHIBIT "A"

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 298 THROUGH 353, inclusive, THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 2-B, as shown on the map dated September 9, 2004, certified on November 17, 2004, prepared by Michael B. Songy of Chenevert Songy Rodi Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of The Lakes at University Club Plantation, Phase 2-B, A Residential Subdivision, Being Tract F-4-A of the Woodstock Plantation Located on Section 47, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Plantation, L.L.C.," recorded December 7, 2004 at Original 153 Bundle 011675, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

ORIG 158 BNDL 11689

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER

STATE OF LOUISIANA

ORIG 25 BNOL 11955

PARISH OF EAST BATON ROUGE

C

**DECLARATION OF
BUILDING AND USE RESTRICTIONS,
SERVITUDES AND DESIGN GUIDELINES
FOR THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 3-B**

This Declaration is made as of the 30th day of May, 2007, by:

University Club Plantation, L.L.C., a Louisiana limited liability company represented herein by Sinclair B. Kouns, Jr., duly authorized ("Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of certain immovable property situated in the Parish of East Baton Rouge, State of Louisiana, described on the attached Exhibit "A" (the "Property");

Declarant desires that the Property together with other immovable property be owned, held, sold, conveyed, transferred, leased, mortgaged, occupied, maintained, altered and improved subject to uniform reservations, servitudes, restrictions, covenants, charges, liens, privileges, servitudes and conditions as part of a general plan of development as a residential community accommodating a mix of residential, commercial, golf course and country club, public and other land uses, for the benefit of Declarant and subsequent owners and occupants of the community in order to protect and enhance its quality and value;

Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following reservations, servitudes, restrictions, covenants, charges, liens, privileges, and conditions which are imposed for the purpose of protecting the quality and value of an which shall run with title to the Property made subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the Property made subject to this Declaration or any portion thereof, and their respective heirs, successors, successors-in-titles, assigns, and which shall inure to the benefit of each owner of the Property.

PREFACE

The "Design Guidelines for The Lakes at University Club Plantation, Phase 3-B" has been developed in an effort to create a residential community having a uniform plan of development for the preservation of property values and amenities in The Lakes at University Club Plantation, Phase 3-B. The real property located in The Lakes at University Club Plantation, Phase 3-B is hereby subjected to the covenants, conditions, restrictions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereof poorly designed, detailed or proportioned structures, and structures built of improper and unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of "time tested", attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from side yards, rear yards and streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance and maintain the values of investments made by purchasers of building sites thereon. These design guidelines are to be used in conjunction with and serve as a supplement to the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

The architectural styles to be utilized shall be strictly limited to certain styles that are indigenous to New Orleans, Louisiana. These styles shall be French Colonial Plantation House, Creole Cottage, Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Porte-Cochere Townhouse, American Townhouse and American Cottage. There are sketches that illustrate the characteristics of each of these styles of architecture included in this booklet. It is difficult to convey a design idea verbally; therefore, the visual examples help to illustrate the exterior architectural appearances that will be acceptable in this community. Also, please note that many of the sketches shown are larger than a garden home lot will allow, and that the intent of including these examples is to illustrate the architectural style.

A strict regard for the concepts and design ideas used in this booklet will allow for a cohesive, yet individual neighborhood.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within The Lakes at University Club Plantation, Phase 3-B community. To this end, it is of the utmost importance that this special character not be compromised by architectural designs and site plans that are improperly conceived, have issues unresolved, or are poorly executed.

To guarantee that the overall beauty of the community is preserved and enhanced, the University Club Plantation's Architectural Control Committee shall review plans submitted by the lot owners. This Architectural Review Committee has the authority to approve or disapprove any plans submitted for individual residences.

The Architectural Design Guidelines found in this booklet have been established to provide property owners, architects, and contractors with a set of parameters for the preparation of their drawings, specifications and plans.

The Architectural Review Committee will review and approve all designs and plans for the following criteria:

1. Consideration of primary site design requirements.
2. Sensitivity to the existing landscape features of each site, particularly existing trees and lake.
3. The visual relationship or physical impact the proposed home may have on surrounding home sites.
4. Excellence of architectural design.

Special attention should be given during the design process to small details that give each its own uniqueness, while still contributing to the neighborhood's overall New Orleans architectural character.

By encouraging quality and attention to detail through the application of these Design Guidelines, the Architectural Review Committee intends to preserve and enhance the aesthetic harmony, natural tranquility and overall property values of The Lakes at University Club Plantation, Phase 3-B.

SECTION I

HISTORIC BACKGROUND: NEW ORLEANS ARCHITECTURE

Types:

The architectural styles to be utilized in The Lakes at University Club Plantation, Phase 3-B shall be strictly limited to the following types that are indigenous to New Orleans: French Colonial Plantation House, Creole Cottage Creole Townhouse, Creole Entresol Townhouse, Creole Outbuilding, Port-Cochere Townhouse, American Townhouse and American Cottage. These eight house types have been selected from which architects and designers will be able to draw from to design the individual homes. These basic architectural styles are shown on pages 163 through 190. This information is reprinted from the publication New Orleans Houses/A House-Watchers Guide by Lloyd Vogt (Pelican Publishing Company – 1987) and is provided in an effort to indicate the historic background and identifying characteristics/features that are typical of each style. The houses illustrated here represent New Orleans in three different eras of architectural development, the Colonial Period (1718-1803), the Postcolonial Period (1803-1830) and the Antebellum Period (1830-1862). The geographical areas that originated in New Orleans during these periods was the Vieux Carre, Marigny, St. Marie, Gretna, Carrollton and some areas bordering Bayou St. John and Bayou Metairie

SECTION II

ARCHITECTURAL REVIEW PROCESS

A. INTRODUCTION

The architectural review process shall be administered in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation" November 30, 1998 at Original 914, Bundle 10957, as amended December 18, 1998 at Original 615, Bundle 10963, as amended January 21, 1999 at Original 787, Bundle 10972, as amended March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge State of Louisiana (hereinafter referred to collectively as the Declaration). The Architectural Review Committee shall have the authority to approve, amend or reject building plans, as they deem necessary to insure that continuity and quality of architectural design is maintained at an optimum degree within The Lakes at University Club Plantation, Phase 3-B.

ONLY THOSE PLANS DESIGNED BY PROFESSIONAL RESIDENTIAL DESIGNERS OR ARCHITECTS WHOSE QUALIFICATIONS ARE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE WILL BE ACCEPTED. THE CRITERIA USED IN DETERMINING A DESIGNER'S QUALIFICATIONS WILL BE WITHIN THE SOLE PROVINCE OF THE COMMITTEE.

B. ARCHITECTURAL REVIEW COMMITTEE

- (a) The Lakes at University Club Plantation, Phase 3-B is designed to be a unique community of residential properties. The "Restrictions" do not list specific design items necessary for plan approval. The authority to approve specific building plans rests solely with the Architectural Review Committee. The Committee does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.
- (b) All decisions and actions of the Architectural Review Committee shall require an affirmative vote of a majority of its members. The Committee will use these Architectural Design Guidelines for the general purpose of reviewing proposed construction but may individually consider the merits of any project due to special conditions that are felt to provide benefits to the adjacent areas, the specific site, or to the community as a whole.
- (c) Notwithstanding the fact that architectural design and "excellence" is and will be a subjective thing, and that there may be some difference of opinion in judging design and "excellence in design," nevertheless, any person or party acquiring and owning a lot in The Lakes at University Club Plantation, Phase 3-B understands and agrees to the criteria herein set forth and will be governed thereby.

C. APPLICATION PROCESS

- (a) The Application Process of Approval shall be in accordance with the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." WRITTEN APPROVAL BY THE COMMITTEE MUST BE RECEIVED BEFORE COMMENCEMENT OF ANY CLEARING, GRADING OR CONSTRUCTION ACTIVITY. The authority to approve building and landscape plans is vested solely in the Committee.
- (b) It shall be the responsibility of the lot owner to acquaint his or her architects, designers, advisors and contractors with the architectural review process and the Design Guidelines.
- (c) Compliance with all local and governmental regulations and obtaining all necessary permits and fees shall be the obligation of the lot owner. The subdivision design review fees and deposits shall be in accordance with the schedule as indicated in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation." The plans must be submitted in an adequately sized shipping tube with the lot number and lot owner's name legibly written on the tube cap.

D. PRELIMINARY DESIGN APPROVAL

- (a) PRIOR TO THE FINAL COMPLETION OF CONSTRUCTION DOCUMENTS, a preliminary review of the owner's plans by the Committee shall be conducted for an indication of the architect's or designer's compliance with the general design requirements. This service is intended to assist owners and architects in expediting their work and minimizing revision.
- (b) A completed copy of the Application for Approval, together with two (2) complete sets of the following items will be required for submission to the Architectural Review Committee. One set will be retained by the Committee, and one set will be returned to the property owner after completion of the review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT WRITTEN COMMITTEE APPROVAL. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.
 - (I) Site plan drawn to 1" = 20' (minimum scale) showing the following:
 - 1. All proposed structures, sidewalks, driveways, improvements, utility and drainage easements, setbacks, existing trees (trees over 4" caliper measured four feet above natural grade) and natural features.
 - 2. North arrow and scale (1" = 10').

3. Owner's name, present address and telephone number.
 4. Architect's/Designer's name, or Owner's representative, present address and telephone number.
- (II) Floor plan showing overall dimensions and area of structure minimum 1/8" scale.
 - (III) All major elevations (front, rear, 2 sides) at minimum 1/8" scale with overall height dimensions.
 - (IV) Description of all exterior materials, roof materials and colors. Samples should also be provided.

E. FINAL DESIGN APPROVAL FOLLOWING PRELIMINARY DESIGN APPROVAL

Two (2) complete sets of the following information shall be submitted to the Committee. One (1) set shall be retained by the Committee, and one (1) set shall be returned to the owner upon completion of review. NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT FINAL APPROVAL BY THE COMMITTEE. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.

- (I) Site Plan: 1" = 20' (minimum scale)
 1. All elements as previously submitted in preliminary application, plus
 2. Grading and drainage information and patterns.
 3. Retaining wall location(s) and height(s).
 4. Swales if required.
- (II) Architectural Drawings thoroughly dimensioned and noted, including floor plans, exterior elevations, wall sections, framing sections and roof plan.
- (III) Details of exterior building features including but not limited to doors, windows, roof edges, porches, etc.
- (IV) Details of any exterior plastered decorative elements including but not limited to door/window surroundings, chimneys, columns, parapet wall tops, etc.
- (V) Details of any courtyard/retainer wall or special features.
- (VI) Finish floor elevations – may be noted on Site Plan.
- (VII) Construction specifications.
- (VIII) Proposed construction schedule.

(IX) Final landscape plan at 1" = 10' (minimum), which shall indicate:

1. North arrow and scale
2. All proposed structures, walkways, driveways, decks, patios, fencing, walls, etc. noting materials and/or finishes on landscape features.
3. All existing trees over 4" in caliper – noting species and caliper, example: 8" Oak.
4. All proposed shrub and groundcover plantings noting actual plant species, sizes and spacing.
5. All proposed trees, noting actual species, sizes and spacing.
4. All proposed lawn areas, noting method of application (sod, seeding, hydro mulching, etc.) and actual lawn species. All front lawn area shall be sodded. No hydro mulch shall be allowed on front lawns.

(X) Landscape plans shall incorporate the following minimum standards:

1. Trees. The owner shall plant one (1) tree per 2,000 square feet of Lot area, meaning that on an average Lot of 10,000 square feet, five (5) trees would be required. The trees must be a minimum three (3") inches caliper, diameter measured twelve (12") inches above the ground. Multiple trunk, fruiting and flowering trees are encouraged; however, if they are to qualify as a required tree at least one cane or trunk must be two (2") inches caliper. The number of required new trees may vary depending upon the number of existing trees, as credit is given for existing trees and size of installed new trees. The Committee may grant some variances for rear yard areas in the case of pools.

50% of the trees shall be planted in the front yard with the remaining fifty percent (50%) planted elsewhere on the lot. The Owner must plant a minimum of fifty (50) shrubs, three (3) gallon size minimum, of which 50% are to be planted in the front yard. This requirement may be altered by the Committee depending on size of material and overall appearance. Miniature/dwarf plants will not count toward minimum requirements.

2. Beds. Landscape flower and shrub beds shall be a minimum of four (4') feet in width immediately in front of all main building lines.

3. Plans. Two (2) sets of landscape plans and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted for approval. Bed preparation specifications must be submitted with landscape lands for Committee approval. Landscape plans should be submitted with house plans, but in any event, no later than "black in" stage. All elevations of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Landscape Damage Deposit will be held until landscaping is completed. All landscape architects and contractors should follow Louisiana Nursery Specifications and Standards.

If Owner moves in or occupies the home prior to its completion or the completion of landscaping, the Owner shall forfeit the Construction/Landscape Damage Deposit.

Final design approval will be effective for six months; thereafter, commencement of construction will require re-approval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

University Club Plantation
c/o Sinclair Kouns
15310 Memorials Tower Drive
Baton Rouge, LA 70810

SECTION III

SITE PLANNING AND LANDSCAPING DESIGN

A. INTRODUCTION

To insure that the overall beauty of the community is preserved and enhanced, the Architectural Review Committee has the authority to approve or disapprove landscape plans for individual residences. The Architectural Review Committee will take into account various relationships of the house to the site, surrounding homes, views, breezes and other important factors when reviewing specific landscape plans.

B. PRESERVATION OF NATURAL FEATURES/LOCATION OF HOUSE ON SITE

Approval by the Architectural Review Committee is required to remove any tree, on any building lot, with a trunk diameter over four (4) inches, at four (4) feet above natural grade.

Owners will be encouraged by the Committee to landscape their lots with plans that are indigenous (native) to the Baton Rouge areas.

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs related to driveways/ garages, entries, courtyards, patios, views, etc. Special attention is to be given to lots adjacent to the lake so as to optimize the on-site and off-site lake views from each lakefront lot.

C. BUILDING REQUIREMENTS

1. Minimum Dwelling Sizes

THE MINIMUM BUILDING REQUIREMENT FOR HEATED AND COOLED SPACE IN A ZERO LOT LINE "GARGEN HOME" DWELLING, SXCLUDING OPEN PORCHES AND GARAGES, SHALL BE 1,800 SQUARE-FEET FOR A ONE-STORY DWELLING AND 2,200 SQUARE-FEET FOR A TWO-STORY DWELLING.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

2. Building Setbacks

The minimum building setback limits have been determined by the Architectural Review Committee. The following setbacks are minimum standards and are measured from the property lines.

<u>Front and Road:</u>	20 feet or as shown or indicated on the Final Plat
<u>Side:</u>	5 feet on one side, Zero feet on opposite side (see final plot for zero lot designation)
<u>Rear:</u>	20 feet or as shown or indicated on the Final Plat

3. Exterior Materials

In order to insure visual continuity throughout the community, exterior materials shall be limited to "old" brick (new "imitation" old brick is acceptable) with a "sacked" mortar or painted finish and authentic cement plaster stucco (synthetic stucco may be allowed by the Architectural Review Committee on an individual house-by-house basis). Exterior millwork should consist of wood windows and doors and be constructed with true divided-lites with a thick sash. At least 66% of all exterior openings are to be a minimum of 8' from finished floors to top of sash or door cross rail. All exterior entry doors, sidelites and transoms are to be custom milled. Doors are to be a minimum of 7'-6" in height. All shutters must be sized for respective openings and hung on operable hinges. If dormers are used, they should have traditional or classical proportions appropriate to the house's architectural style. Exterior chimneys are to be brick or stucco; not wood clad or metal. Porches are to be constructed utilizing materials that are authentic to the historic architectural style being utilized. All stucco-type columns are to be cement plaster type (synthetic stucco type may be allowed by the Architectural Review Committee on an individual house-by-house basis), utilizing appropriate historic proportions and moldings that are approved in advance by the Architectural Review Committee. All wood posts are to be solid-wood or boxed-wood type posts utilizing historic detailing that is appropriate to the historic architectural style being utilized (i.e. chamfered/tapered/turned wood posts, applied wood molding, etc.). Historic wrought-iron type metal columns are allowed when utilized with an appropriate architectural style. All porch ceilings shall be constructed of 1 x beaded boards with maximum spacing of 5-1/2" between beads or Georgia-Pacific beaded plywood with 3-1/2" bead spacing (A/C plywood and T-1-11 plywood is not allowed). The use of exposed wood beams at porch ceilings (8'-0" maximum spacing) is required.

4. Roof Material

All roofing materials shall be outlined under the Design Criteria. The minimum roof pitch is to be 7 on 12. Fascia boards shall be architecturally appropriate for the style of the residence. Also, exposed rounded and tapered rafter tails are encouraged. "Boxed" roof edges with 1 x 4 fascias (verses 1 x 6) are acceptable. Eaves/fascias/soffits shall be painted white only when the architectural style and color palette are appropriate. Overhands at gable ends shall be less than other areas of roof. Overhands at dormers shall be proportionately less than at major roof. 66% of ground story eaves line must be 11 feet or higher to underside of fascia boards from grade level.

E. DESIGN CRITERIA

1. Walkways, Porches & Patios

Any walkways built on site by an owner or his contractor shall have a minimum width of four (4) feet and shall be poured of 3000 psi concrete. Any walkways, porches and patios visible from the streets, lakes or golf course shall be finished with exposed-aggregate concrete, stained concrete, brick, stone or combinations thereof. Walkways located forward of the front setback line shall have brick or stone edging. Broom-finished concrete in these areas is not acceptable.

2. Driveways

Each dwelling shall have as an appurtenance thereto a concrete driveway or other approved material. Driveway curb returns shall be formed within a 6' radius and shall be formed to appear integral to the curb to which such returns connect. The driveways on each lot are to be located on the side of the lot on which the 5' building setback line is located. Driveways shall not be located adjacent to each other. On corner lots, it is intended that driveways be located on the front (or short) property line side of the lot that is adjacent to a street. All driveways shall be constructed utilizing brick, stone or

3. Mailboxes

Each dwelling shall have a mailbox that is uniform throughout the community. The mailboxes shall be of the type as approved for use in the "Declaration of Building and Use Restrictions and Servitudes for University Club Plantation."

4. Lawn Areas

A landscape plan shall be submitted to the Committee for approval. Though owners are encouraged by the Committee to landscape their lots for individual beautification, all lawn area shall plant sod as noted on the landscape plan from property line to property line. All yards shall be irrigated.

5. Landscape

A landscape plan shall be submitted to the Committee for approval. Any existing trees with a trunk diameter over four (4) inches, at four (4) feet above natural grade must have approval from the Architectural Review Committee before removal.

6. Landscape Lighting

Landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

7. Service Yard

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment, permitted antennae, and unsightly objects that must be placed or stored in order to conceal their view from any street, common area or community facility. All service yards for lake lots shall not be located in the front side or lake side of the residence.

8. Walls and Fences

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. Any and all fencing/wall design shall be a part of the architectural drawings and shall be approved by the Architectural Review Committee.

The 5' maintenance easement is intended to allow access to both property owners to allow maintenance of each property owner's residence. Access to the 5' maintenance easement shall not be restricted at any time. The 5' maintenance easement may be improved to provide a courtyard for the use of the homeowner. Such areas may be screened from view. If damage within the 5' maintenance easement occurs during maintenance to the adjacent property, the adjacent property owner is not to be held liable for that damage.

All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views or lake views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Fences located on the rear (lake) side of lots adjacent to the lake are to be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum to a height of five (5) feet with a minimum four (4) feet of green space between the fence and the lake sidewalk. No wood or solid

masonry/stucco type fences that would obscure lake views are allowed on the rear of these lots. All walls and fences must be approved by the Architectural Review Committee prior to their installation.

9. Privacy Fence Walls

If a residence's exterior wall that is located along the zero lot line side of a lot offsets from the zero lot line, a privacy fence wall is required to be constructed along and adjacent to the zero lot line. This privacy fence wall shall be constructed in the area of the exterior wall offset and extend toward the rear of the lot to the point which aligns with the fence of the rear more façade wall of the residence.

10. Service Yard

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment, permitted antennae, and unsightly objects that must be placed or stored in order to conceal their view from any street, common area or community facility. All service yards for lake lots shall not be located in the front side of the residence.

11. Garage Openings

Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages must have multiple wood or steel raised panel garage doors, each door being one car width (9') and 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers. The use of "carriage-type" garage doors that are stock or custom-made utilizing flat panel garage doors with applied wood trim are encouraged. Garage doors shall be painted white only when the architectural style and color palette are appropriate. Except for unusual circumstances, an owner of a lot must keep his automobile parked in his garage. All garage doors shall be kept closed except during periods of the actual use thereof. Only side and rear loading garages will be permitted. No front-loading garage doors shall be permitted to face the street. Carports are not permitted.

12. Maintenance

Each occupant will maintain the appearance of his residential lot in a high quality condition. Grass, weeds, and vegetation on the property should be maintained in a neat and attractive manner. Trees, shrubs and plants that die or become severely diseased should be removed promptly from their residential lots.

SECTION IV

ARCHITECTURAL DESIGN

A. INTRODUCTION

It is the intent of these guidelines to dictate certain specific architectural styles as previously indicated and to encourage a community of outstanding, individual architectural designs.

Terms such as “sound design” and “good taste” are difficult to be described and even more difficult to judge. Beauty may be in the eye of the beholder, but the overall aesthetic harmony of the community must take precedence over an architectural statement, particularly if that statement is a radical departure from what the general public perceives as “good design.” One ill-conceived or architecturally experimental home can greatly detract from the visual continuity of the overall community, as well as affect surrounding property values. For these reasons, the following elements are to be avoided:

- Harsh contrasts of colors and/or materials.
- Illogical or inappropriately scaled building elements.
- Poorly conceived and executed details.
- Experimental or extreme interpretations of the tenants of this particular architectural style.

The following elements are encouraged:

- Appropriate and intelligent selection of details.
- Well-designed floor plans.
- Sensitive interpretation of style within constraints of budget and site.
- Attention to scale, staying within the traditional or classical range of proportions.

B. DESIGN CRITERIA

1. Roof Materials

The following roofing materials will be allowed:

- A. Slate (antique and new)
- B. Wood
- C. Copper
- D. Tile (antique flat clay tile only)
- E. Architectural Asphalt Shingles (Elk Prestique II or equal as a minimum).

Non-architectural asphalt shingles will not be allowed. Standing-seam copper or galvanized v-crimped “tin” roofing may be utilized on small roof areas for “visual accent” purposes upon approval by the Architectural Review Committee. These metal roof areas shall not exceed 25% of the residence’s total roof area.

2. Roof Slopes

The main roof structures on the front of a dwelling extending to the ridge shall be 7'V:12'H or steeper. Lower pitched roofs are acceptable on roof areas not to exceed 25% of the total roof area.

3. Windows

It is required that the windows on the front of all houses, the windows on the rear of all lakefront lots and the windows on the sides of all homes on corner lots be constructed of wood with true division lights. Quality wood clad windows by be approved by the Committee, provided that they are of a simulated divided light type. Aluminum, metal or vinyl windows may be utilized on the sides of all homes, with the exception of homes on corner lots, and on the rear of all non-lakefront lots. Window design and proportions shall be appropriate to the architectural style utilized.

4. Exterior Walls

To provide visual continuity throughout the development, it is recommended that the exterior wall surfaces be limited to "old" antique brick (new "imitation" brick is not allowed), wood siding/trim and cement plaster stucco. All brick wall areas shall be either mortar "sack" finished, paint finished, paint-wash finished or lime-plaster finished. No deep tooled mortar joints allowed. Cement plaster stucco utilizing an "old world" type finish and colored stucco in order to achieve a historic aged appearance is highly recommended. Stone trim such as door/window surrounds and sills are acceptable. Vinyl siding/trim and hardboard siding/trim will not be approved for use. A maximum of three (3) materials should be used on each residence.

5. Exterior Colors

The colors for exterior walls and components, such as trim, railings, posts, etc. should be tasteful and well-coordinated. All exterior materials and colors are to be approved by the Architectural Review Committee.

6. Shutters

If shutters are to be used, their horizontal dimensions should be one half that of the window dimensions for 2' wide and wider windows. Metal or plastic shutters are not allowed. Shutter type/design shall be appropriate with the architectural house style utilized. All shutters must be hung on operable hinges. False shutters shall be recessed into the wall with the appropriate brick mould and shutter dogs. Surface mounted false shutters are not acceptable.

7. Doorways and Exterior Entries

All exterior entry doors shall be custom-made and designed with appropriate proportions and detail as is consistent with the architectural style used. Sidelights and transoms are highly recommended, in particular with French Doors at major entries. The use of storm doors is discouraged. The minimum door height shall be 7 feet and the muntin bar width shall not exceed $\frac{3}{4}$ ". Leaded glass at exterior doors is not allowed.

8. Balconies

Balconies shall be a minimum of 3'-0" in depth from the edge of the decking to the outermost plane of the exterior finish material with historically accurate detailing and bracing. Historically accurate wrought iron railings are also required.

9. Gutters, Downspouts and Flashing

All exposed flashing, gutters and downspouts, if used, must be copper. All dormer flashing (exposed and non-exposed) shall be copper. Galvanized sheet metal flashing may be utilized at unexposed areas such as blind counter/roof flashing. All metal roof edge drips are to be copper or brown colored pre-coated sheet metal type. Galvanized sheet metal roof edge drips are not allowed.

10. Dormers

Dormers are to be designed and constructed with the appropriate proportions material usage and detailing as is consistent with the architectural house style utilized.

11. Chimneys

Chimneys must be developed on an appropriate style/proportion and must be constructed of brick or stucco. The use of wood, clad or metal chimneys is not allowed.

12. Exterior Lighting

Every house shall have a minimum of one (1) gas lantern on the front elevation with a minimum height of 22". Every house backing up to the lake shall have a minimum of one (1) 20" high gas lantern located on the rear of the house. All other gas lanterns shall be at least 19" in height. All gas lanterns design and material finish shall be appropriate with the architectural house style utilized.

THE DESIGN GUIDELINES HEREIN ARE NOT INTENDED TO AMEND, ALTER OR SUPERSEDE THE DECLARATION OF BUILDING AND USE RESTRICTIONS AND SERVITUDES FOR UNIVERSITY CLUB PLANTATATION AS RECORDED IN THE CHANCERY CLERK'S OFFICE OF EAST BATON ROUGE PARISH. IN THE EVENT THAT THESE GUIDELINES CONFLICT WITH SAID DECLARATION, THE DECLARATION SHALL CONTROL.

NO APPROVAL OF PLANS AND SPECIFICATIONS, NOR THESE DESIGN GUIDELINES SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT A STRUCTURE IS PROPERLY DESIGNED. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY STRUCTURE WILL BE BUILT IN A GOOD WORKMANLIKE MANNER. IT IS THE SOLE RESPONSIBILITY OF THE LOT OWNER TO MAKE SURE THAT CONSTRUCTION MEETS THE CRITERIA OF UNIVERSITY CLUB PLANTATION COVENANTS AND DESIGN GUIDELINES.

SECTION V

GENERAL RULES FOR ALL OWNERS CONTRACTORS AND SERVICE PERSONNEL

The following rules apply to all owners, contractors and service personnel while on the premises of The Lakes at University Club Plantation, Phase 3-B.

- A. Concrete trucks are limited to no more than eight (8) cubic yards. Dump trucks are limited to no more than five (5) cubic yards for single axle and 12 cubic yards for dual axle. No trailer trucks of gravel or dirt are allowed.
- B. Contractors are required to keep their job sites as neat and clean as possible. A commercial dumpster is required on the lot for trash and discarded materials. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and will be billed to the responsible party or taken from the Damage Deposit.
- C. Contractors will use only the utilities provided on the immediate lot on which they are working.
- D. Contractors are to insure that deliveries made to their job site do not infringe on adjacent lots.
- E. Any damage to streets and curbs, common areas, utility or drainage systems, street lights, street markers, mailboxes, walls, etc. will be repaired by University Club Plantation, L.L.C., and such costs will be billed to the responsible lot owner or contractor or taken from the damage deposit.
- F. The established speed limit within the community is 25 miles per hour for construction vehicles, including light trucks and autos. This must be obeyed.
- G. There will be no washing of any truck on the streets, adjoining lots or common areas. Any concrete delivery truck washed out must be on the construction site.
- H. Operators of vehicles are required to see that they do not spill any damaging materials while within the community, and if spillage of a load occurs, operators are responsible for cleaning up the spillage. Cleanups done by University Club Plantation, L.L.C. will be billed to the responsible party or taken from the damage deposit. Please report any spills as soon as possible.
- I. If the telephone, cable TV, electrical, water, etc. lines are cut, it is the Contractor's and/or Owner's responsibility to report such accidents to the appropriate utility company within thirty (30) minutes.
- J. All personnel working in the Community are to insure that they will keep all areas in which they work or travel through free of discarded materials, such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.

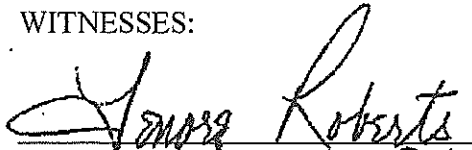
- K. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way.
- L. No shortcuts across lots are allowed.
- M. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. All construction equipment and vehicles may be left on the site while needed, but must not be kept on the street.
- N. Only bona fide workers are allowed on property. Wives may drive workers to site and pick them up, but must not remain on the property unless they are actual employees of the subcontractor. No children will be permitted on the property unless they are bona fide workers.
- O. Contractor will provide portable toilets on job sites.
- P. No construction on any lot shall be commenced or performed by anyone other than a builder who has been pre-approved by the Architectural Control Committee, and who has entered into a written contract with the Owners' Association. All builders seeking approval are required to submit a written application to the Architectural Control Committee and to sign a written contract with the Owners' Association.
- Q. No temporary storage tanks or buildings are allowed.

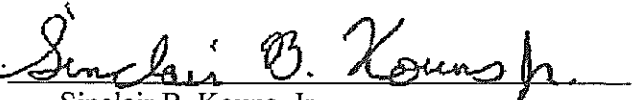
THE UNIVERSITY CLUB PLANTAITON, L.L.C. PARTNERSHIP INTENDS TO ENFORCE THESE REGULATIONS FOR THE PROTECTION OF ALL OWNERS. FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF YOUR PRIVILEGE TO ENTER THE GATE, AND FORFEITURE OF DEPOSIT.

THUS DONE AND SIGNED on this 30th day of May, 2007, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.


WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: Lenore Roberts

By: 
Sinclair B. Kouns, Jr.


Print Name: Patty Oberito



NOTARY PUBLIC
Name: BINGHAM M. STEWART
Bar# 12465

EXHIBIT "A"

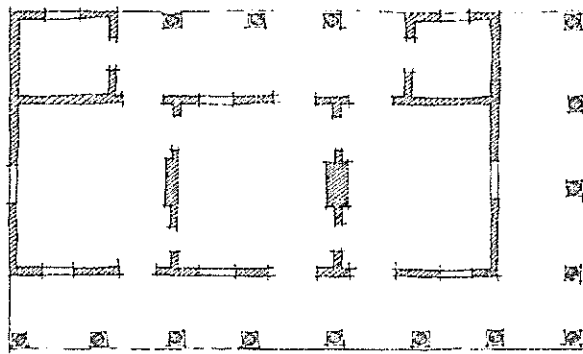
Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS 573-627**, inclusive, **THE LAKES AT UNIVERSITY CLUB PLANTATION, PHASE 3-B**, as shown on the map dated December, 2006, certified on April 10, 2007, prepared by Michael B. Songy of Chenevert Songy Rodi Soderberg, An Engineering/Architectural Corporation, entitled "Final Plat of The Lakes at University Club Plantation, Phase 3-B, A Residential Subdivision, Being a Resubdivision Tract F-4-B of the Woodstock Plantation Located in Sections 46 & 47, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Plantation, L.L.C.," recorded April 17, 2007 at Original 188, Bundle 11949, official records of the Parish of East Baton Rouge, State of Louisiana, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

ORIG 25 BNDL 11955
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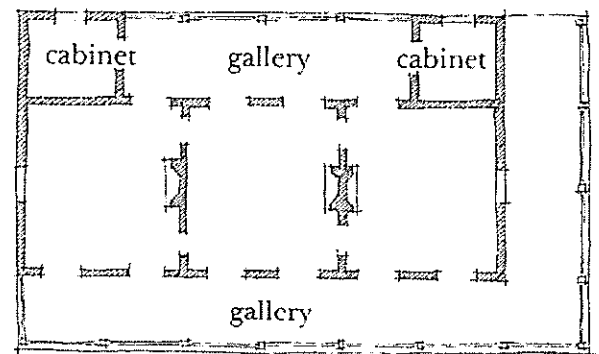
EXAMPLES OF ARCHITECTURAL STYLES

FRENCH COLONIAL PLANTATION HOUSE

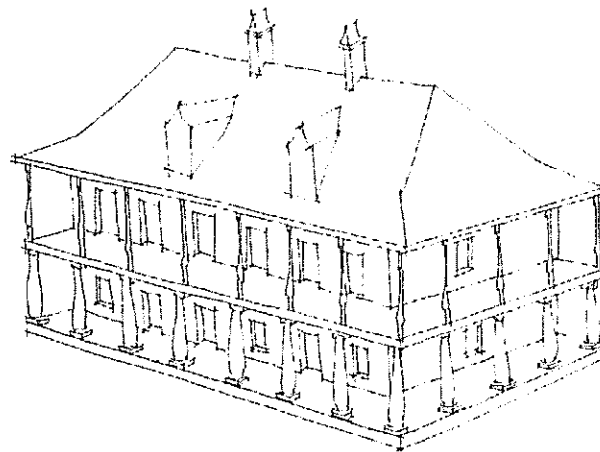
Constructed as plantation houses from the early 1700s to the early 1800s, these rectangular structures were raised above ground-level cellars with the main floor on the second level and storage below. A gallery on the second level was on at least two sides and sometimes all four. A steep hipped roof was generally pierced by dormers on either two sides or on all four. The number of rooms varied, but the floor plan never included hallways. The smaller houses often had three rooms positioned side by side, while the larger houses might have two parallel rows of three rooms each. Small rooms called *cabinets* – commonly used for storage – were usually positioned at the rear outer corners of the house. Each room on the second level had french doors opening onto the gallery. This house type was influenced by the buildings of the West Indies and represents a blending of French and Spanish influences.



First-Floor Plan
(Storage)



Second-Floor Plan
(Main living area)

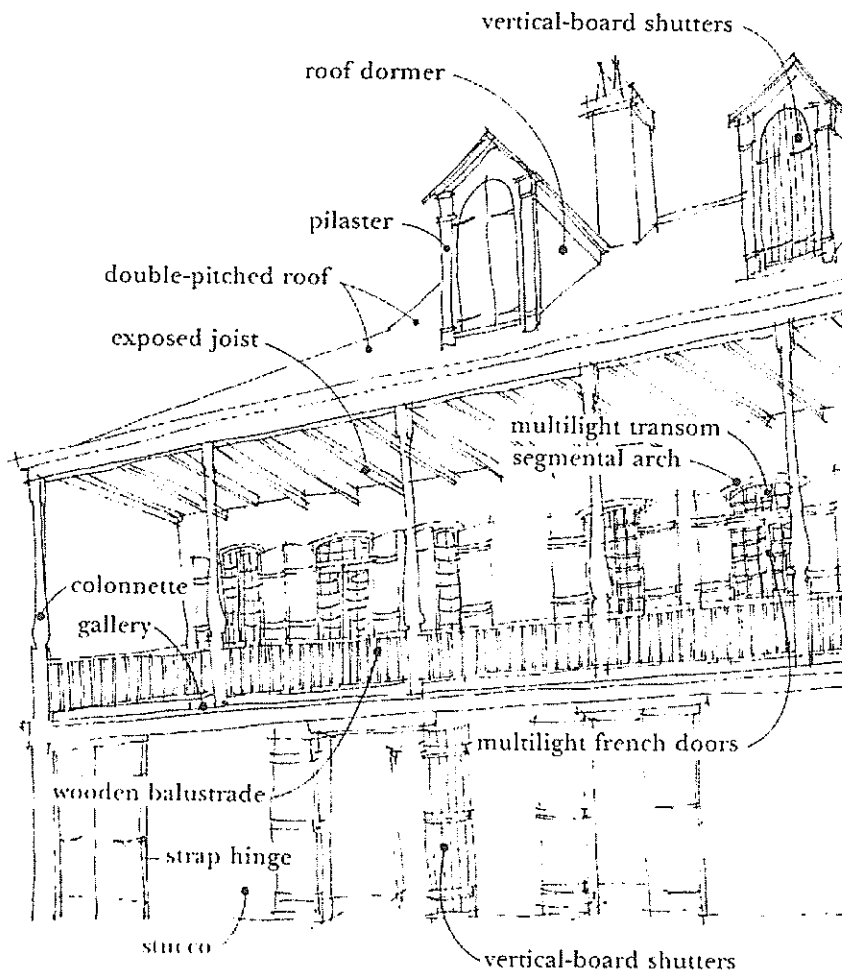


EXAMPLES OF ARCHITECTURAL STYLES

FRENCH COLONIAL PLANTATION HOUSE

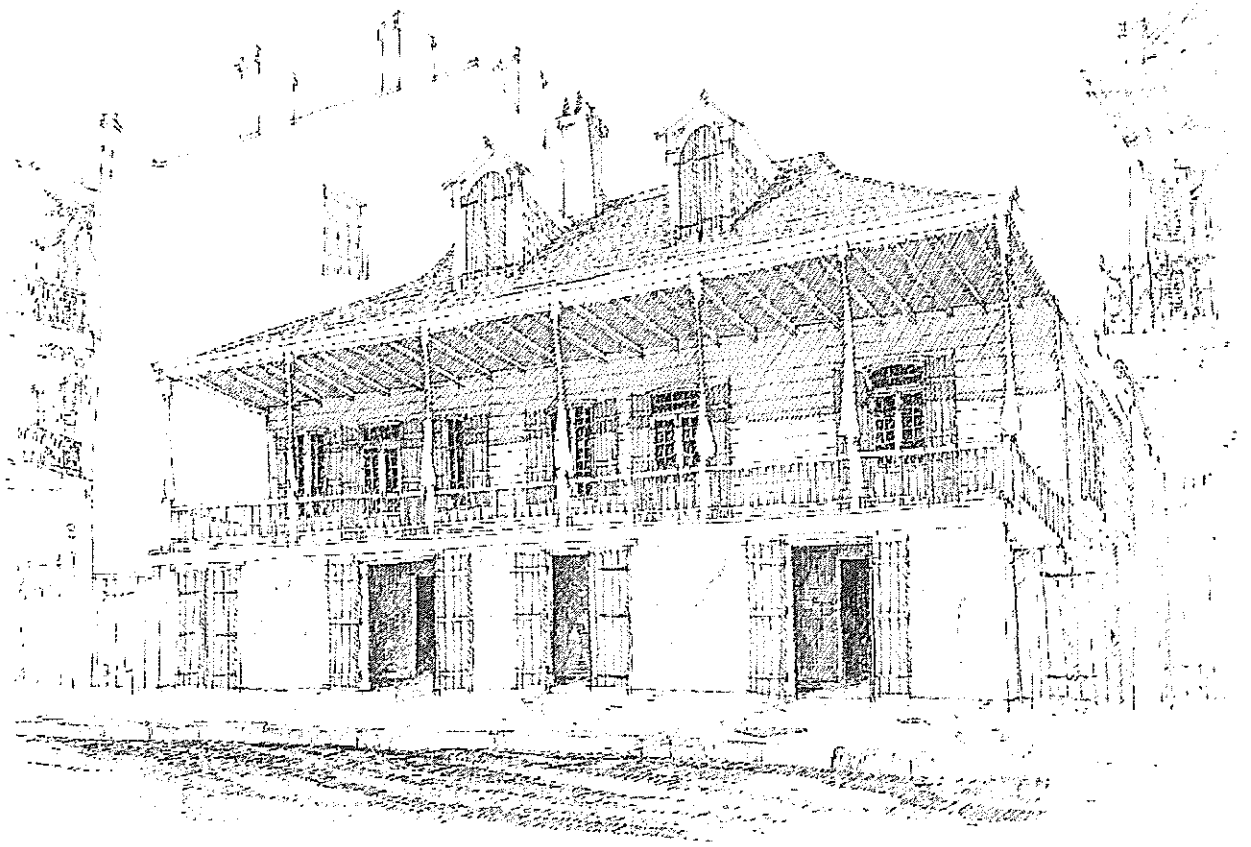
Madame John's Legacy, pictured here, was one of the first houses constructed in the Vieux Carre after the great fire of 1788. An urban adaptation of a French colonial plantation house, it is said to be a replica of the previous house on the same site, and is thus most likely typical of the urban houses of the period.

The walls of the first level are made of brick, stuccoed over, while the second level is *briqueté-entre-poteaux* covered with wide, beaded boards placed horizontally. The facade features a wide second-level gallery with delicate wooden balusters and slender colonnettes. The window and door surrounds are simple wood casings, with low segmental-arch hinges. Two simply detailed roof dormers with casement windows are placed symmetrically in the double-pitched roof.



EXAMPLES OF ARCHITECTURAL STYLES

FRENCH COLONIAL
PLANTATION HOUSE



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

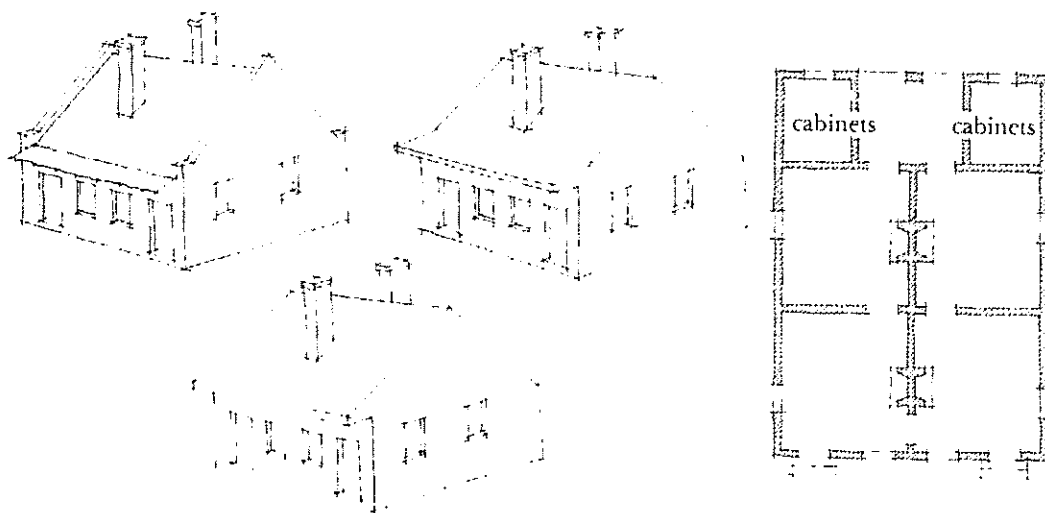
Creole cottages, which may have originated in the West Indies and been introduced to New Orleans by refugees from Haiti, were popular in the city from about 1790 to 1850. These straightforward and unornamented buildings were the most common houses in New Orleans during the early 1800s. They are found in greatest numbers in the Vieux Carre and Faubourg Marigny, where it was not unusual for a builder to erect an entire row of five or six identical structures.

In most cases, Creole cottages, square or rectangular in shape, fronted directly on the *banquette* (sidewalk), and were raised only one or two steps above it. The typical plan consisted of four rooms arranged symmetrically, each approximately twelve to fourteen feet square, with two additional small *cabinets* in the rear outer corners. One *cabinet* generally housed a spiral staircase to the attic, which was normally used as a sleeping room, while the other was used for storage.

Two variations on this plan exist but are not nearly as common. The two-bay cottage was a half Creole cottage with two rooms, one behind the other, and a *cabinet* in the rear. The three-bay cottage had the same room arrangements as the two-bay with the addition of a side entrance hall. Most of the three-bay cottages were built in the 1840s and 1850s.

Most Creole cottages had either gable or hip roofs. The gable-roofed cottage, the more common of the two, appeared in three versions, differentiated by the treatment of the front facade roof extensions that projected three or four feet over the sidewalk. The first version, the *abat-vent*, consisted of an almost flat roof extension supported by iron bearers cantilevered from the facade at the roof line. In the second version the extension was formed by a slight upturning (canting) of the roof, and in the last extension was incorporated into the roof line.

Outbuildings, generally two stories high, were built in the backyards of most Creole cottages.



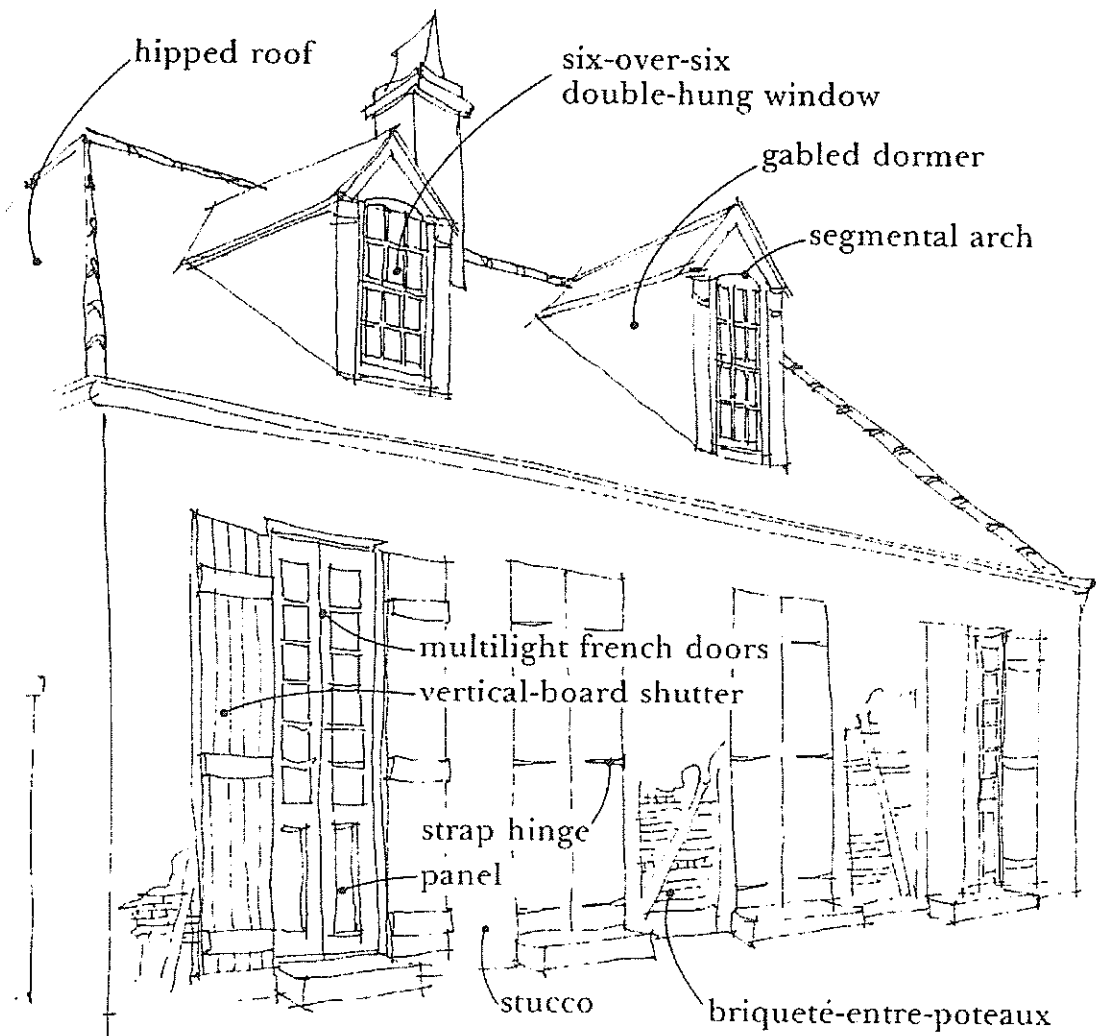
EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

A hipped-roof Creole cottage constructed very low to the ground and abutting the sidewalk. The facade openings are french doors with multilights above and panels below, with vertical-board shutters on strap hinges.

A pair of symmetrically placed, gabled dormers piercing the roof have six-over-six, double-hung windows with segmental-arch heads.

Construction is stucco-covered *brique-entre-poteaux*, visible in the areas where the stucco has peeled off.



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

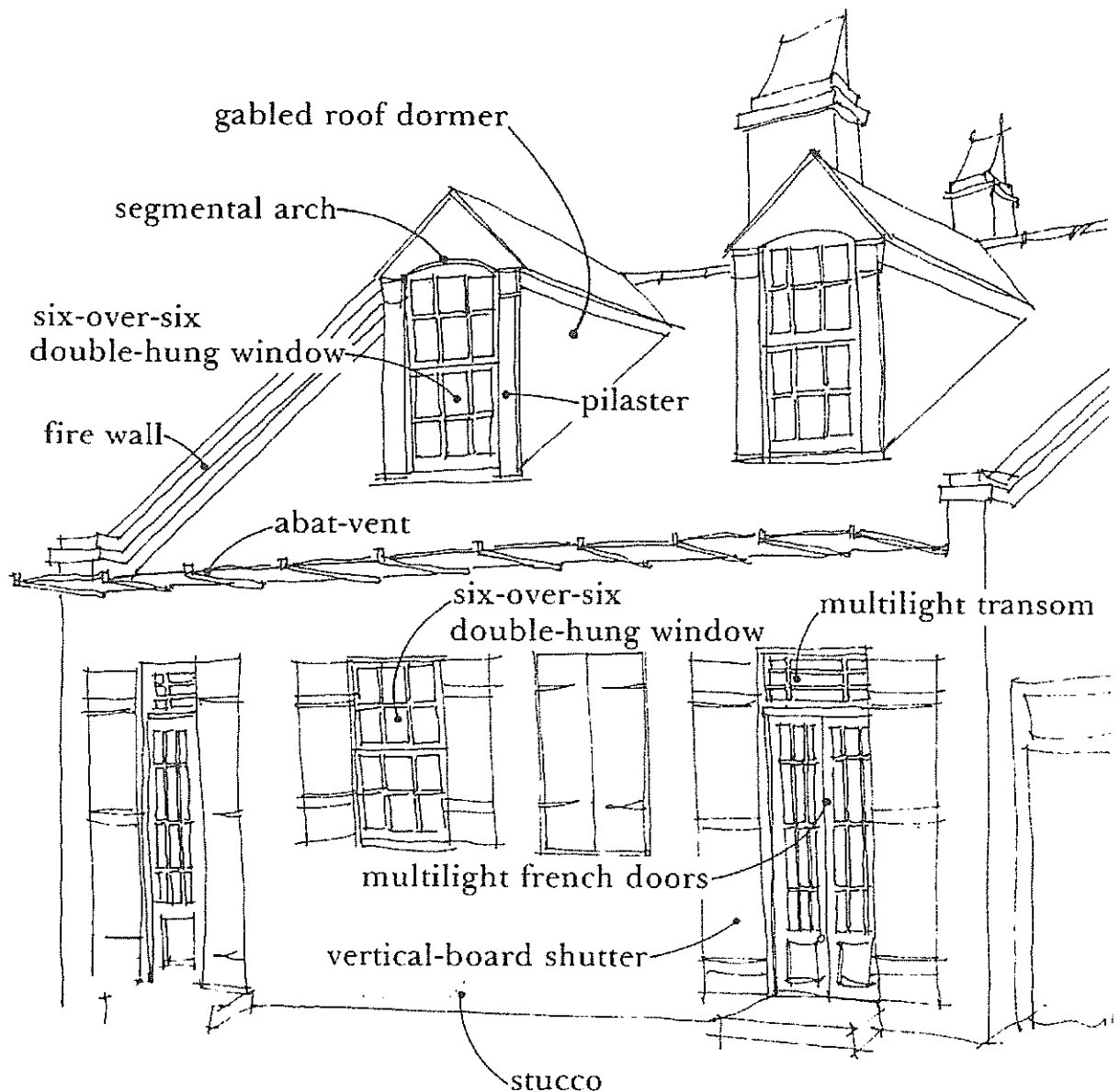


EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

This Creole cottage is an example of the *abat-vent* variety very common in the Vieux Carre. Fire walls project above the roof line at the side gables and the building is finished in smooth stucco.

The entrances have multilight french doors with multilight transoms. The windows are double-hung, six-over-six, and all openings except dormer windows have vertical-board shutters. The gabled roof dormers have segmentally arched, six-over-six, double-hung windows and flanking pilasters.



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

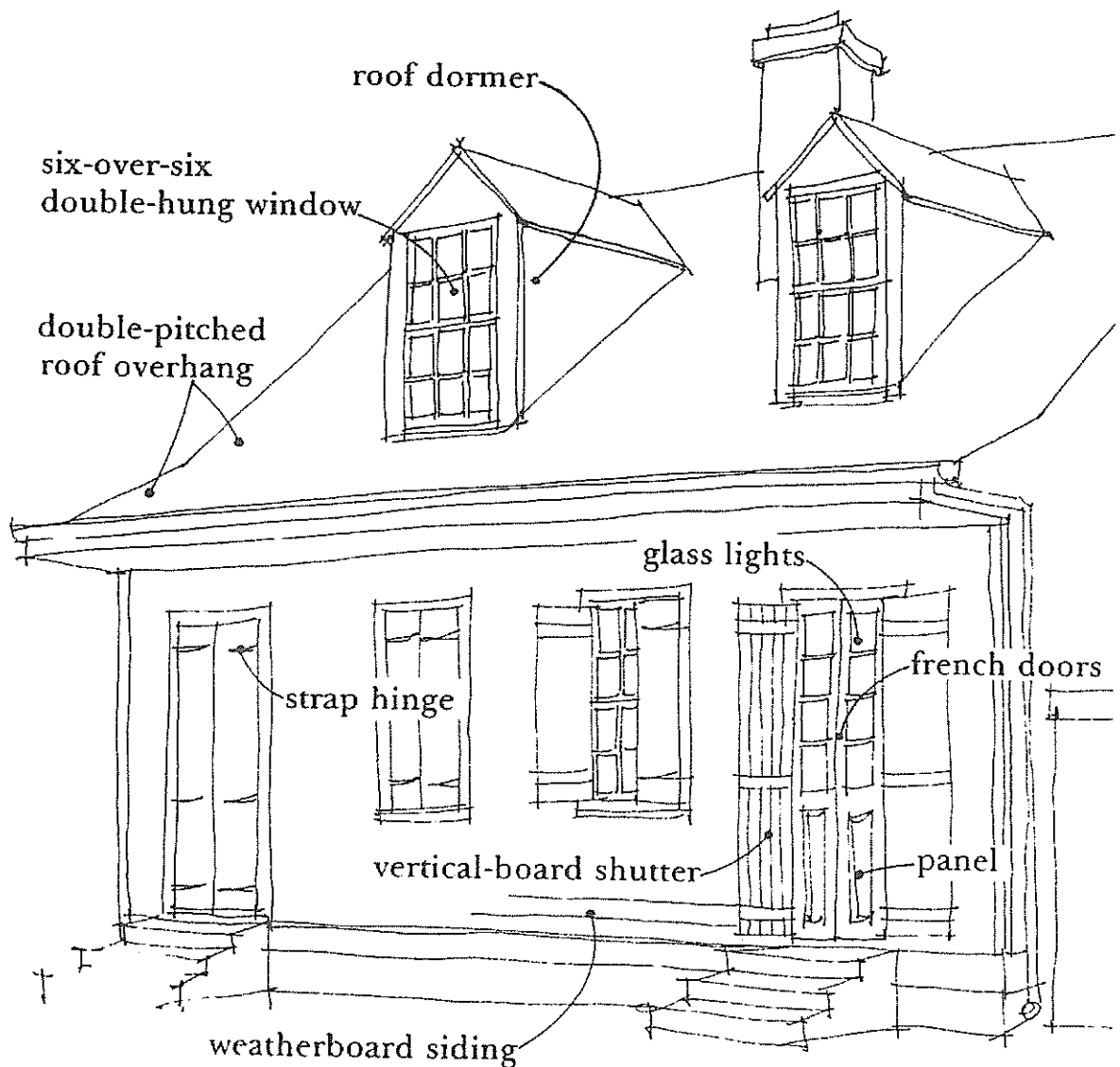


EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE

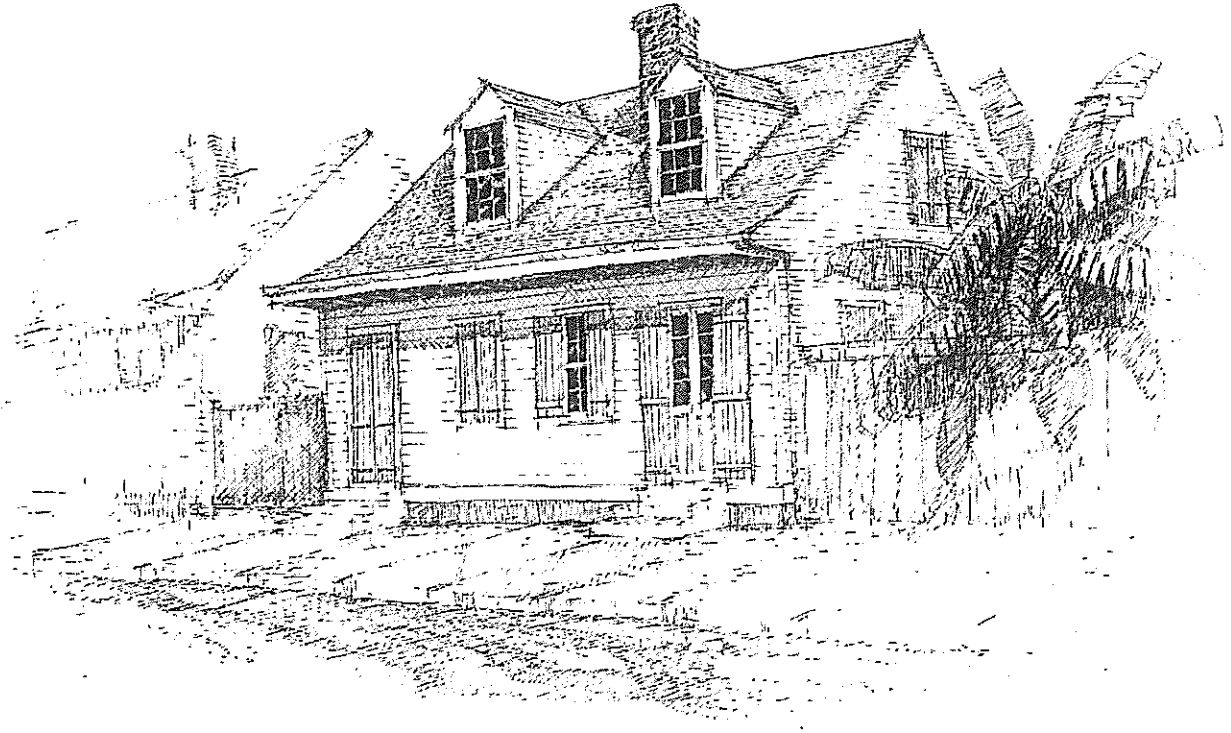
This 1½-story Creole cottage with weatherboard siding has high side gables and a double-pitched front roof overhang. The four-bay front facade has french-door entrances with panels below and glass lights above. The two front-facade windows are double-hung, six-over-six. All first-level openings have vertical-board shutters with strap hinges.

The roof has a pair of gabled dormers with flat-headed, six-over-six, double-hung windows. The house sits directly on the sidewalk, raised only slightly above the ground.



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE COTTAGE



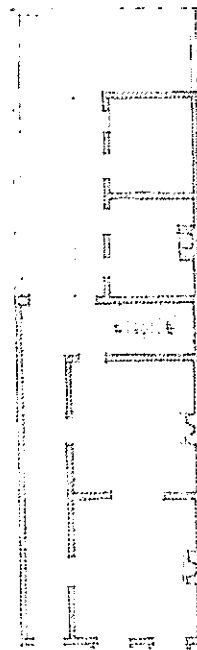
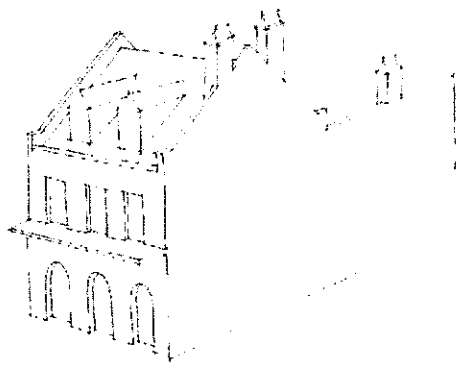
EXAMPLES OF ARCHITECTURAL STYLES

CREOLE TOWNHOUSE

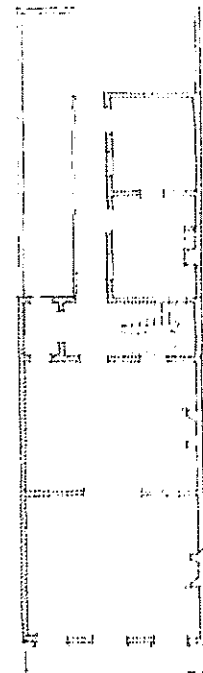
The Creole townhouse, found primarily in the Vieux Carre, became a common house type as the city was rebuilt after the great fires of 1788 and 1794 and was popular until about the mid-nineteenth century.

These rectangular structures – detached, semidetached, or constructed in rows – were two to four stories high, with balconies at the second and sometimes third levels enhanced by delicate wrought-iron railings. A steeply pitched roof with roof dormers was also a common feature.

The first level had arched openings, a distinguished feature of the type, with multilight french doors protected by vertical board shutters. A paneled doorway in one of the side openings led to a very narrow flagged or bricked pedestrian passageway similar to the carriage way of the port-cochere townhouse (see below) but much too narrow for the passage of a carriage. Beyond this passageway was an enclosed stair gallery positioned between the main house and a service wing attached to one side in the back. A wide arch in the rear wall at the first level opened onto the courtyard. The first-floor plan featured double parlors one behind the other, parallel to the passageway, or one large room. The second level usually included a large front room spanning the entire width of the house, with a second room situated to the rear. When there were more than two floors the upper floors were generally identical to the second.



First-Floor Plan



Second-Floor Plan

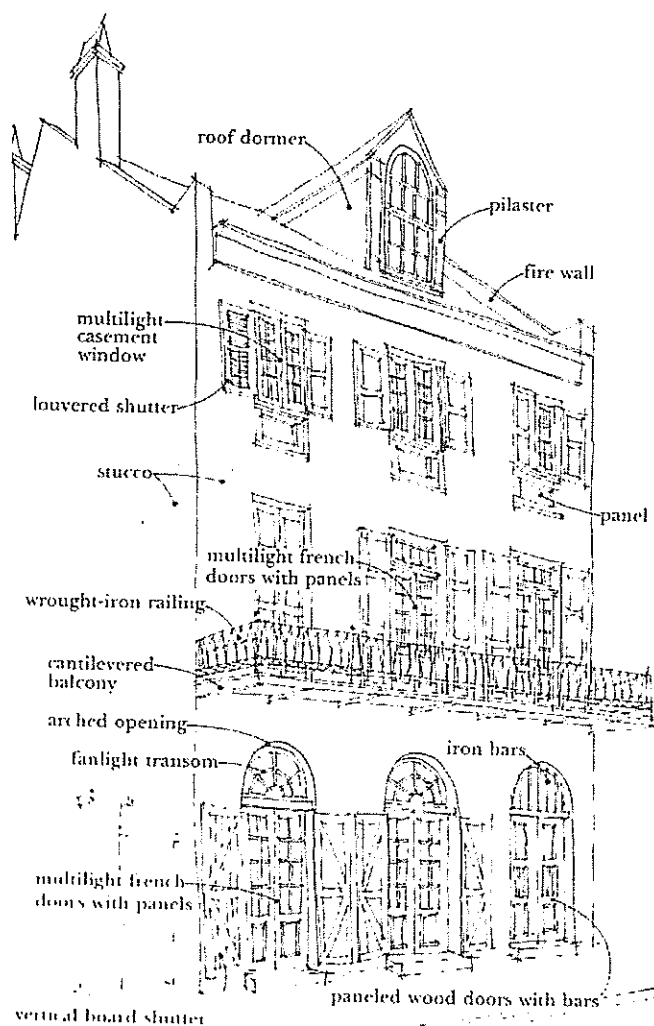
EXAMPLES OF ARCHITECTURAL STYLES

CREOLE TOWNHOUSE

A three-bay, three-story Creole townhouse with three arched openings with multilight french doors and fanlight transoms. The walls are of stucco-covered brick. A cantilevered balcony on the second level is enclosed by a delicate wrought-iron railing.

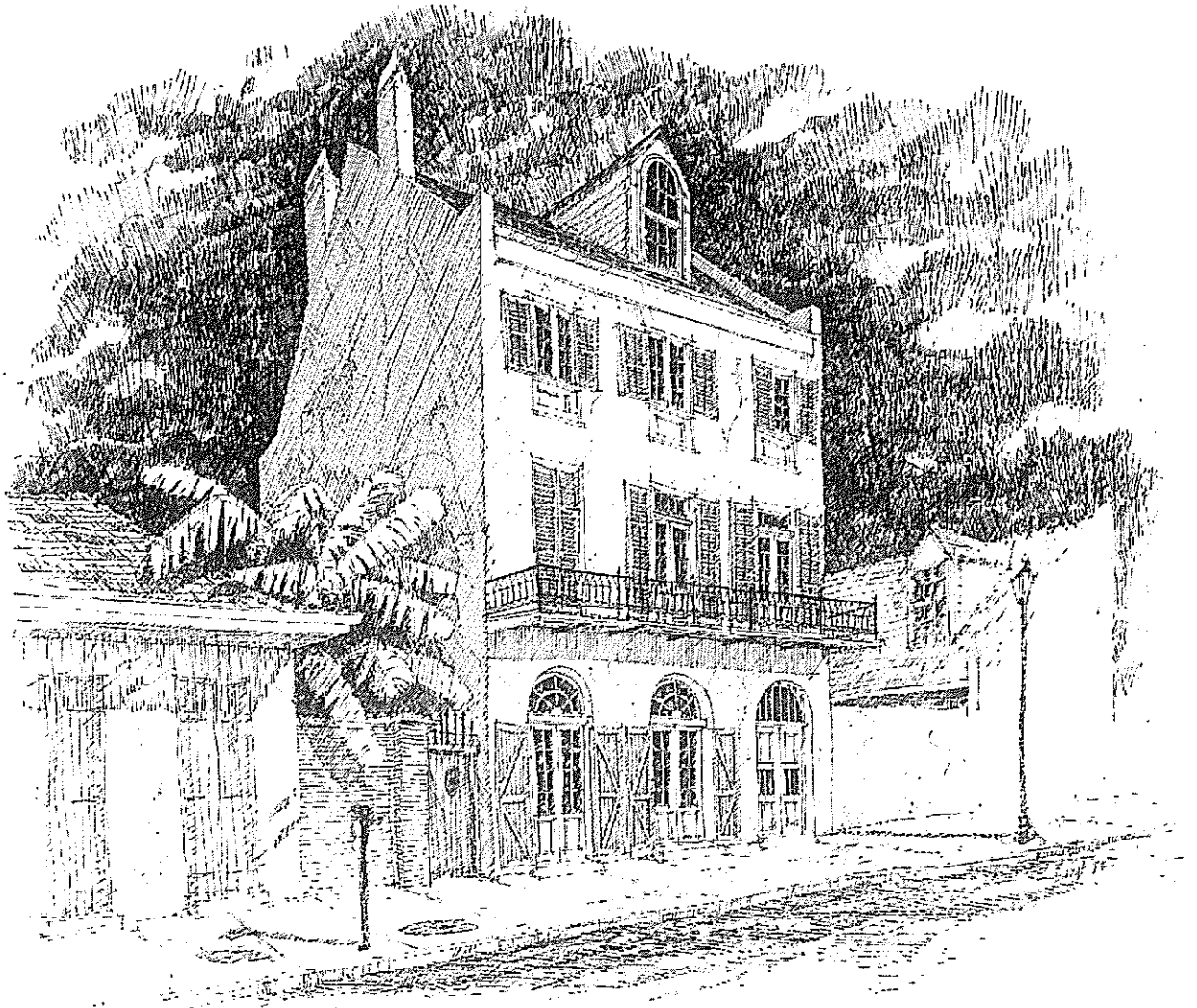
Multilight french doors with transoms above open onto the second-level balcony. There are multilight casement windows with a panel below each at the third level. Ground-level doors have vertical-board shutters for greater security, while second- and third-level openings employ full louvered shutters to increase light and ventilation.

Double chimneys extend from the side fire walls and a single dormer with a round-headed, multilight, double-hung window projects from the center of the roof.



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE TOWNHOUSE



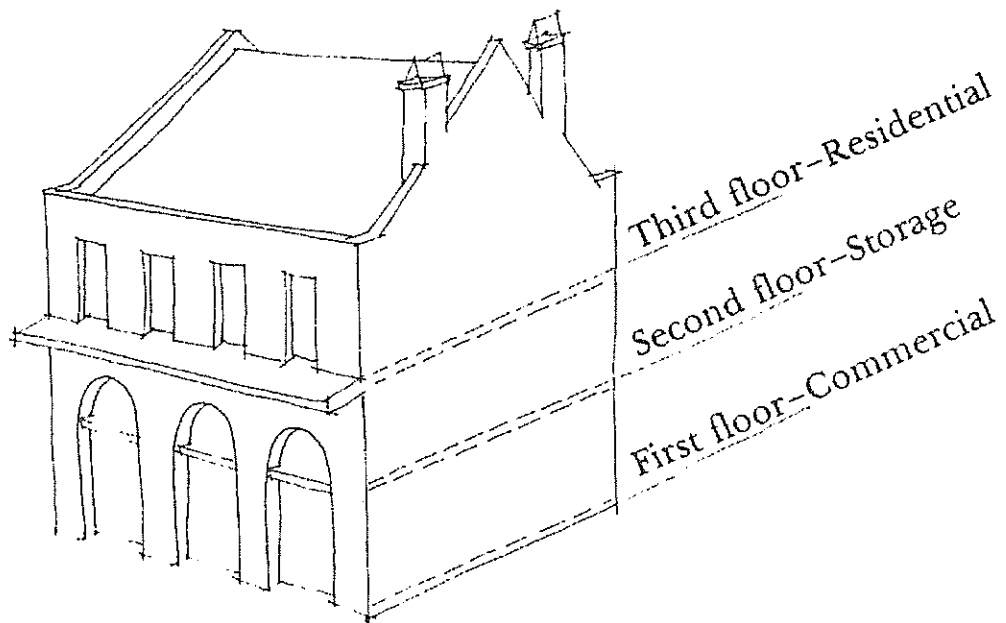
EXAMPLES OF ARCHITECTURAL STYLES

ENTRESOL TOWNHOUSE

A three-bay, three-story Creole townhouse with three arched openings with multilight french doors and fanlight transoms. The walls are of stucco-covered brick. A cantilevered balcony on the second level is enclosed by a delicate wrought-iron railing.

Multilight french doors with transoms above open onto the second-level balcony. There are multilight casement windows with a panel below each at the third level. Ground-level doors have vertical-board shutters for greater security, while second- and third-level openings employ full louvered shutters to increase light and ventilation.

Double chimneys extend from the side fire walls and a single dormer with a round-headed, multilight, double-hung window projects from the center of the roof.

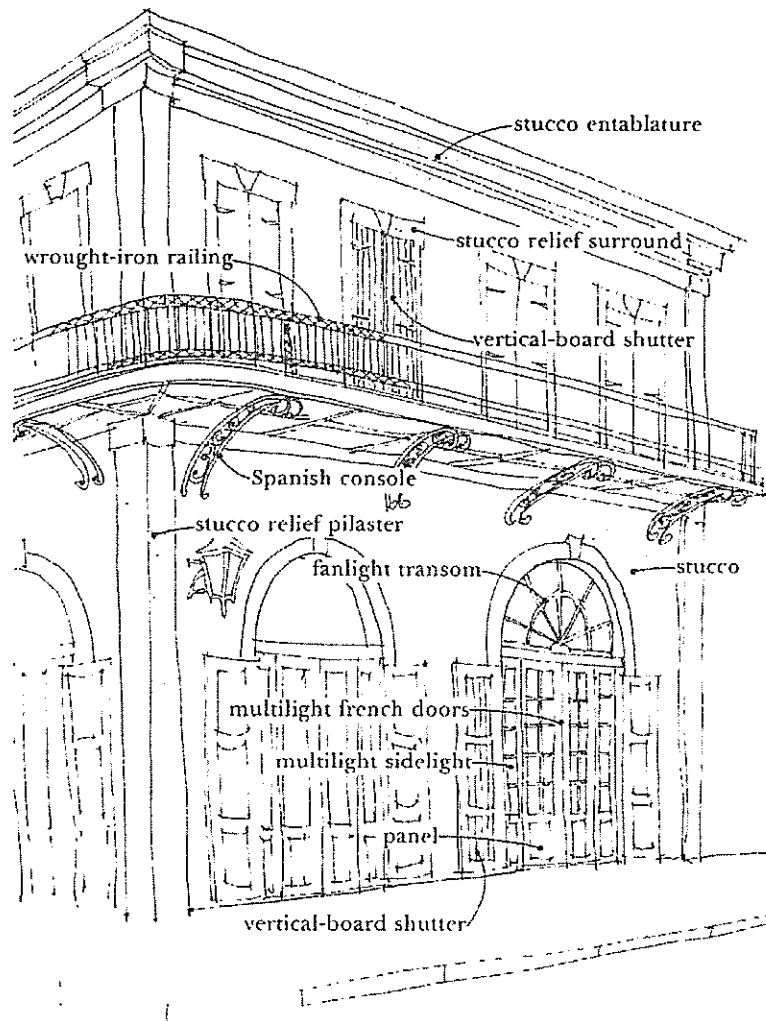


EXAMPLES OF ARCHITECTURAL STYLES

CREOLE ENTRESOL TOWNHOUSE

The entresol townhouse is a building that appears to be two stories high when it is actually three. The first floor was used as a commercial establishment and the second as a storage floor for the business, while the third floor was the dwelling unit.

The openings at the first level of this house are French doors with multiple lights and wood panels, flanked by sidelights and topped with arched fanlight transoms. The second-story storage level is unperceived from the exterior; its floor is at the intersection of the French doors and the fanlight transoms, with the transoms serving as windows allowing light into the storage space. A balcony with wrought-iron railings supported by Spanish consoles wraps around two sides of this corner building at the third level. The stucco relief work forming corner pilasters, an entablature, and door surrounds is a characteristic that dates this building from the late 1700s or very early 1800s.



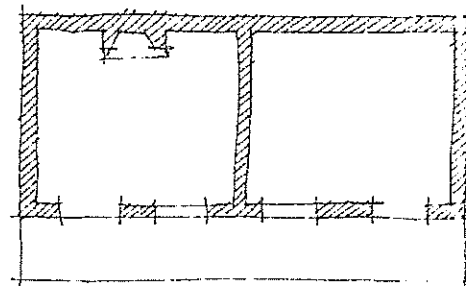
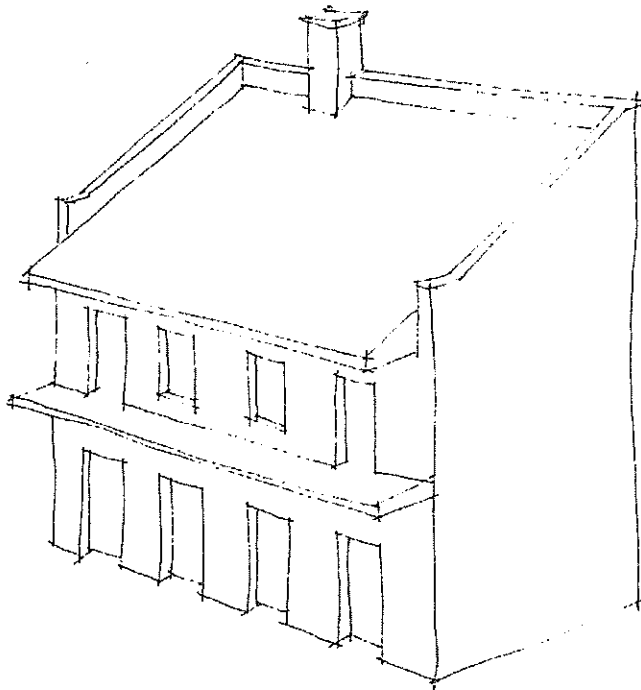
EXAMPLES OF ARCHITECTURAL STYLES

OUTBUILDING

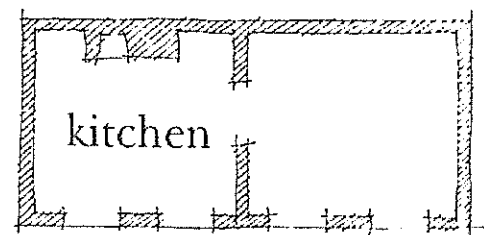
Outbuildings – support buildings for the main house – were a common feature of urban dwellings from the early 1800s until approximately 1860. Before 1830 they were usually completely detached from the main structure, forming the rear or side wall of a flagstone – or brick-paved courtyard. After 1830 it was common practice to attach the outbuilding to the rear of the main house. In the 1850s the popularity of outbuildings began to decline and they were gradually incorporated into the design of the main structure.

Outbuildings varied in height from one to three stories; two stories were the most common. The floor plan generally included two or three rooms, one room deep, on each level. The ground level housed the kitchen (separated from the main house because of the heat generated there and the threat of fire), possibly a dining area, and storage rooms. Small bedrooms on the upper levels were used primarily by the servants or by the older children of the family.

Since in most cases outbuildings were constructed either at the side or back of the property, it is common to find the outbuildings for two houses back to back, sharing a center wall, with the end gables extending above the roof line and forming a fire wall. A shed roof pitching into the courtyard usually projected about three or four feet, covering an upper-level wooden gallery with a wooden balustrade constructed of simple, square balusters.



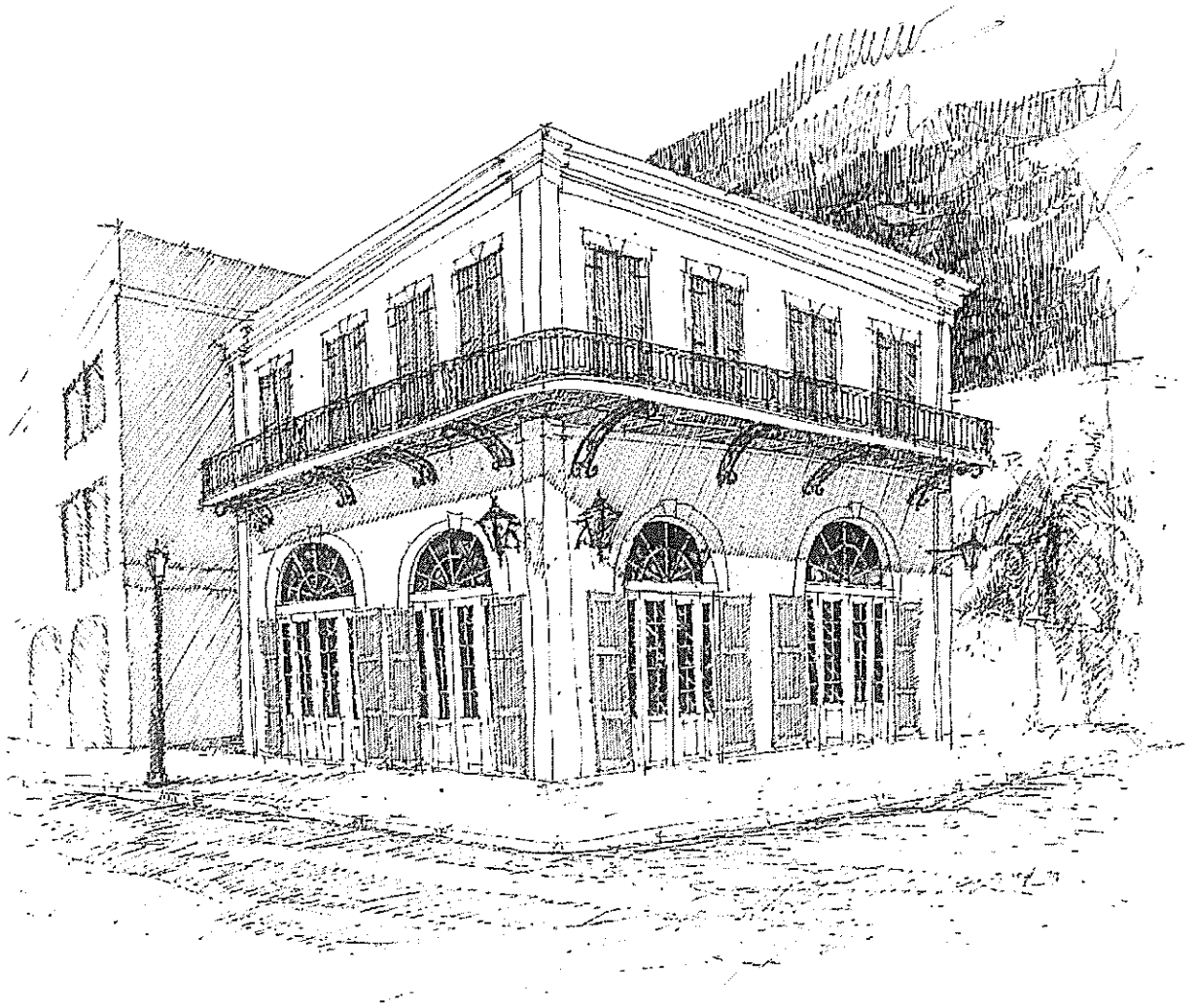
Second-Floor Plan



First-Floor Plan

EXAMPLES OF ARCHITECTURAL STYLES

CREOLE ENTRESOL TOWNHOUSE

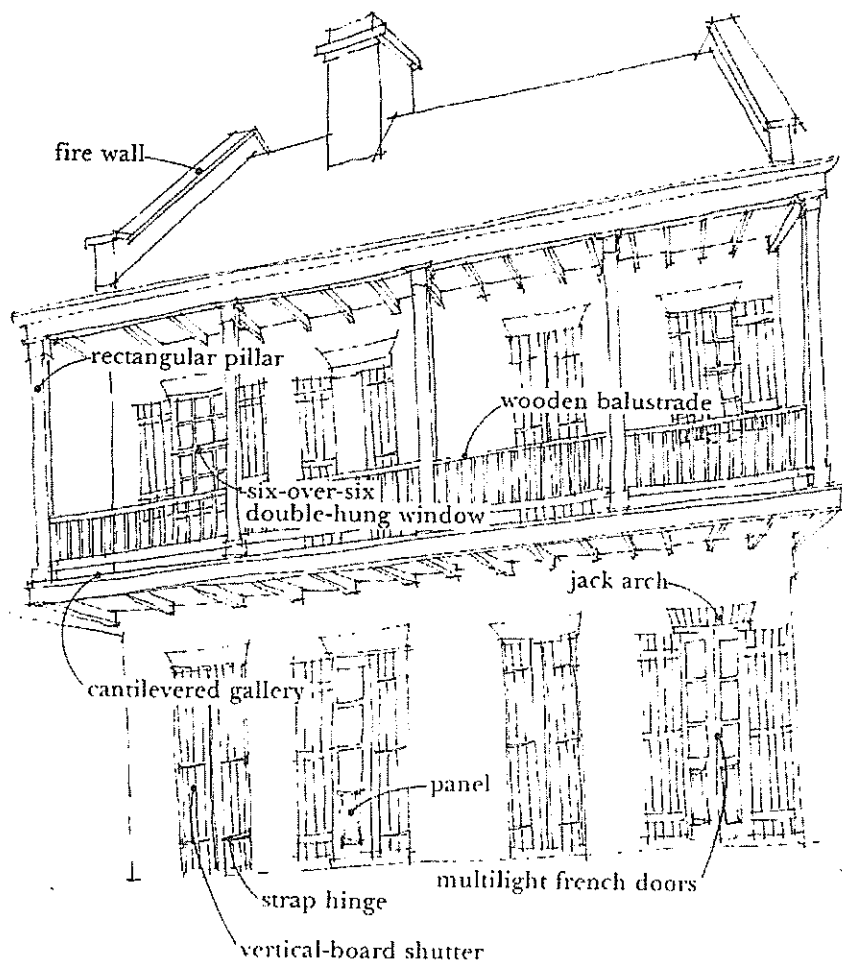


EXAMPLES OF ARCHITECTURAL STYLES

CREOLE OUTBUILDING

A typical two-story outbuilding, commonly found throughout the Vieux Carre in surrounding areas. This four-bay brick structure has vertical-board shutters with strap hinges over glass-light French doors at the ground level and a combination of French doors at the ground level and a combination of French doors and six-over-six windows at the second level. A jack arch provides the structural support over each opening.

The cantilevered gallery at the second level has a wooden balustrade with delicate square balusters and five simple, rectangular wooden pillars supporting the roof extension above. A brick fire wall extends above the roof extension above. A brick fire wall extends above the roof at each side, separating the building from identical neighboring structures. Brick walls enclose the flagstone-paved courtyard between the outbuilding and the main house.



EXAMPLES OF ARCHITECTURAL STYLES

CREOLE OUTBUILDING

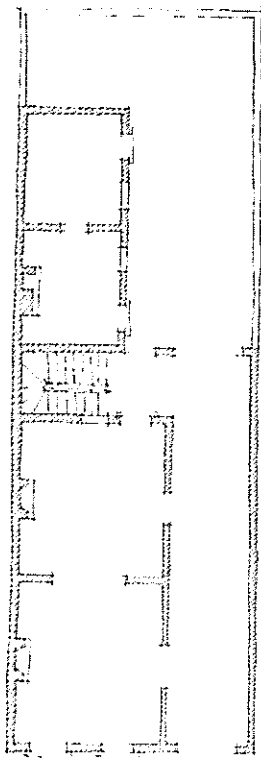


EXAMPLES OF ARCHITECTURAL STYLES

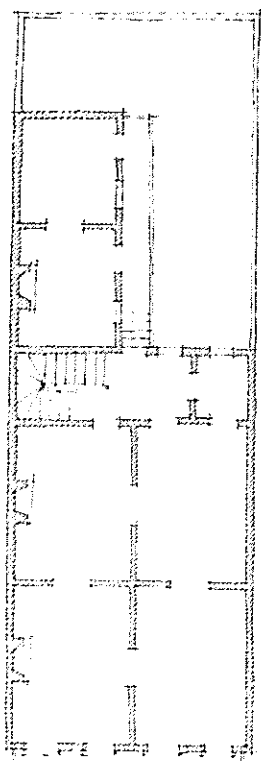
PORTE-COCHERE TOWNHOUSE

A two-, three-, or four-story building common in the Vieux Carre from about 1800 to 1850, the porte-cochere townhouse featured a carriage way entrance (normally arched and placed to one side of the facade) with a bricked or flagged passage leading to a courtyard in the rear. The ground floor was often used as a commercial shop, and consisted of two rooms of approximately the same size, one opening to the street facade, the other to the rear stair hall. The stairway, placed in the corner, led to the upper levels, which were used as living quarters.

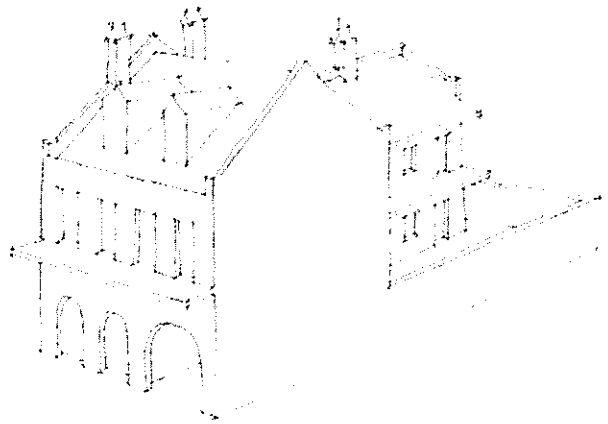
The service wing was either attached to one side of the rear of the house, forming one wall of the enclosed courtyard, or situated on the rear lot line parallel to the house.



First-Floor Plan



Second-Floor Plan



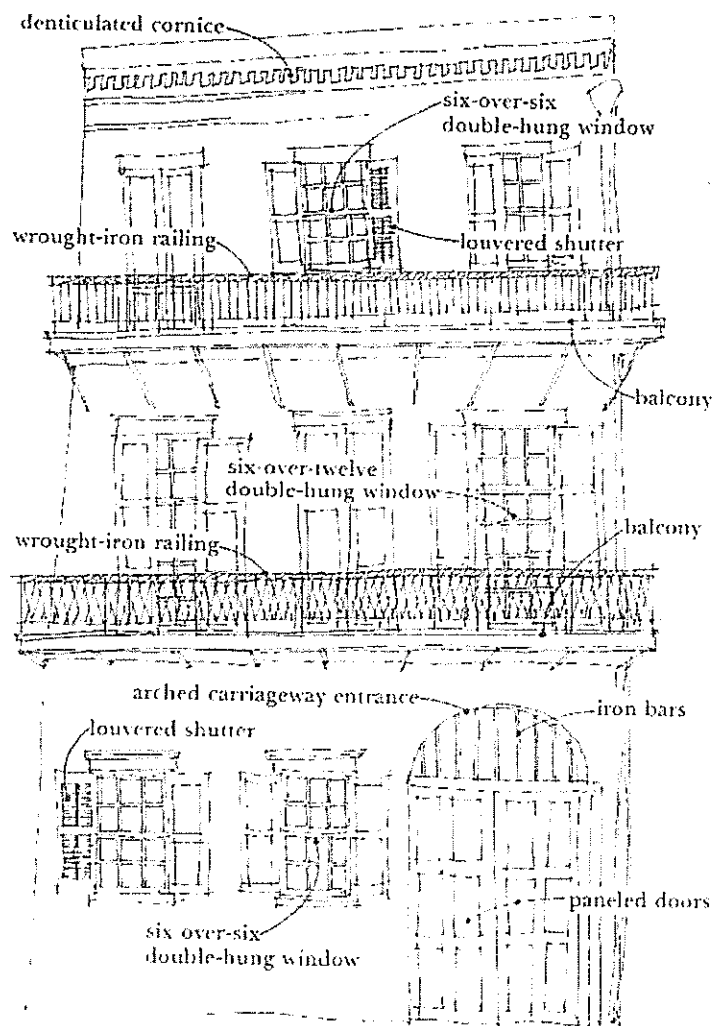
EXAMPLES OF ARCHITECTURAL STYLES

CREOLE PORTE-COCHERE TOWNHOUSE

The prominent feature of this three-story brick townhouse is a large arched carriageway entrance with iron bars above its double doors. Such carriageways were generally paved with brick or flagstone and led into the rear courtyard.

While many houses of this type had commercial shops on the ground floor, this particular example was strictly residential. (Buildings with commercial establishments normally had glass french doors at the ground level in addition to the carriageway entrance, whereas this house has only windows.) Wrought-iron railings, a common feature of Creole townhouses, enclose narrow balconies at the second and third levels. Louvered shutters are used on all openings except the carriageway. The exposed red-brick facade and the dentilwork in the cornice reflect the American influence that was common from the 1820s on.

Porte-cochere houses were constructed throughout the Vieux Carre. Although many of their features have been altered through the years, many carriageway entrances are still intact, offering passerby interesting views of rear outbuildings and secluded courtyards. These courtyards, with their fountains and tropical foliage, have brought joy to many a pedestrian who, browsing through the streets of the French Quarter, has caught a momentary glimpse into the past.



EXAMPLES OF ARCHITECTURAL STYLES

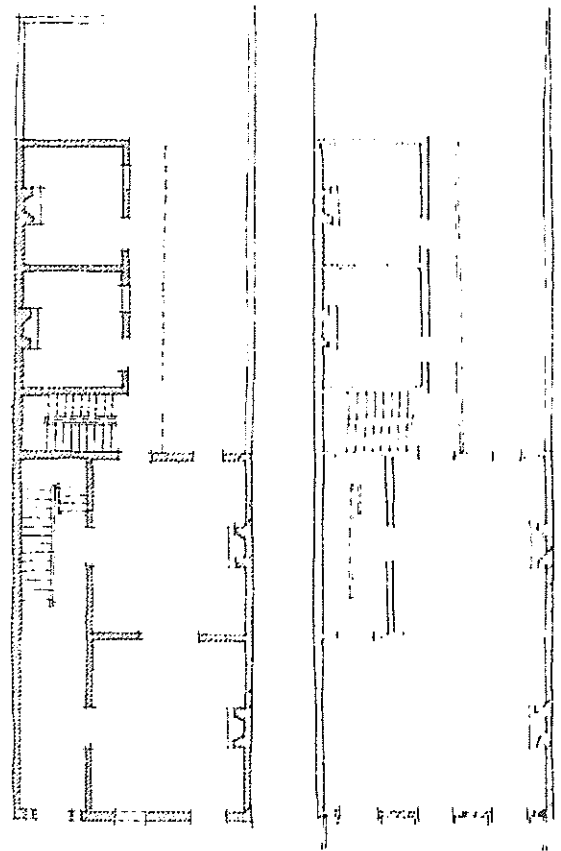
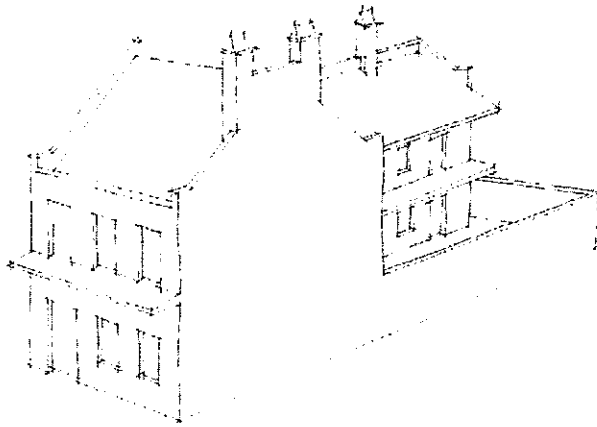
CREOLE PORTE-COCHERE TOWNHOUSE



EXAMPLES OF ARCHITECTURAL STYLES

AMERICAN TOWNHOUSE

Another house type influenced by the architecture of the Northeast, the American townhouse appeared in New Orleans during the 1830s. It differs significantly from the Creole town-house because major emphasis is placed on entrances, and because of the incorporation of interior side hallways connecting interior stairs. The sidehall plan usually had a three-bay façade with two or three rooms aligned from front to rear, parallel to an interior sidehall with a stairway to the upper level. American townhouses were two or four stories high and were frequently constructed as row houses. A two-story service wing was attached to one side at the back of the house.



First-Floor Plan

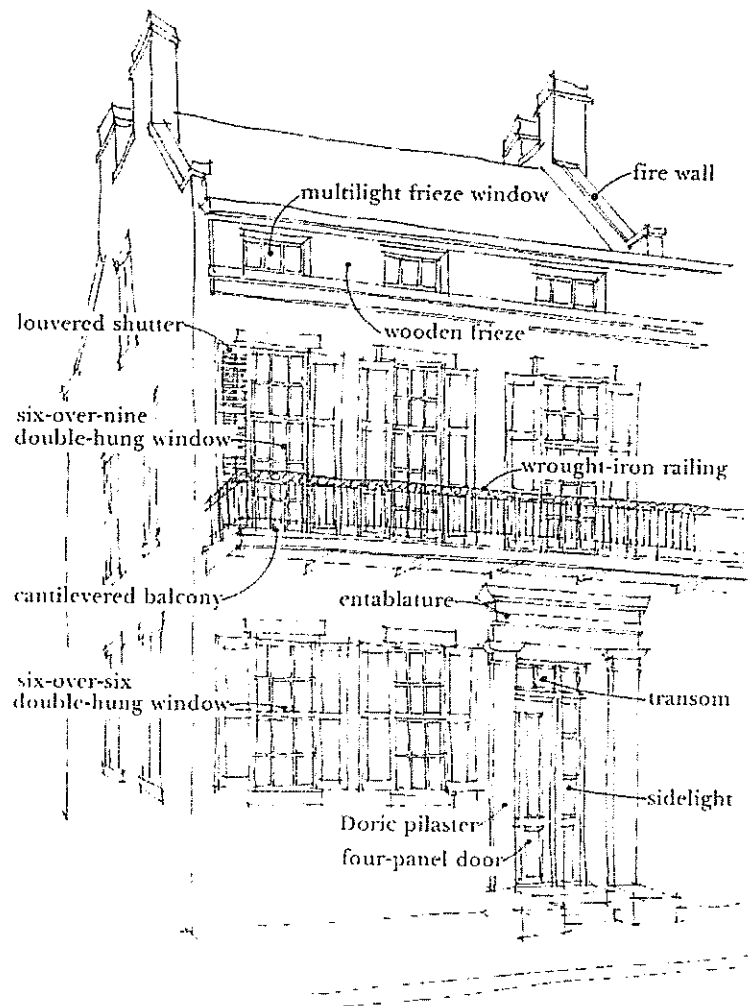
Second Floor Plan

EXAMPLES OF ARCHITECTURAL STYLES

GREEK REVIVAL AMERICAN TOWNHOUSE (ROW HOUSE)

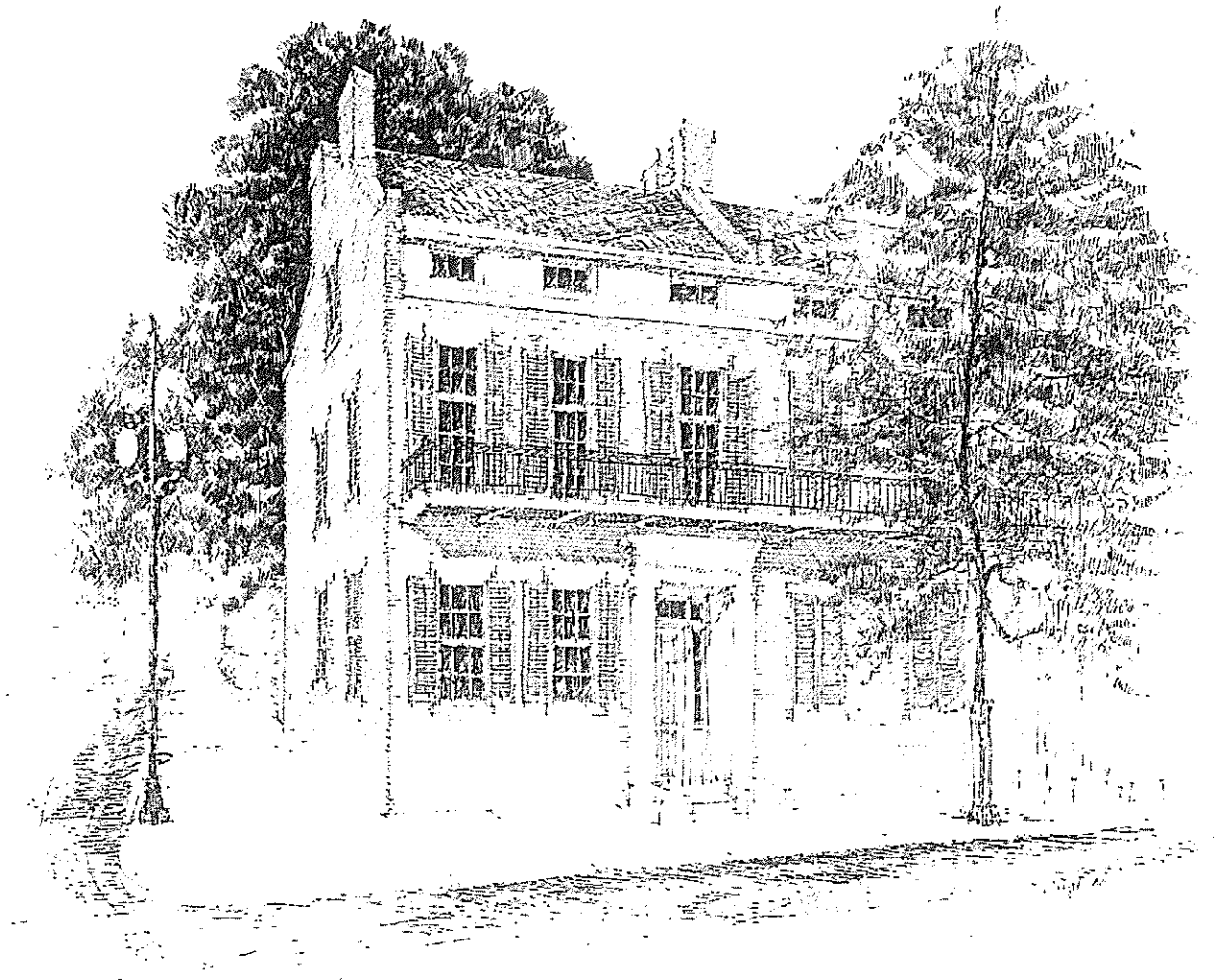
The 2½-story brick row house is typical of the type and style popularized in New Orleans during the 1830s and 1840s. The three-bay facade features a four-panel door with sidelights and a rectangular transom recessed behind an entranceway composed of wooden Doric pilasters and a heavy entablature – a distinguishing feature of the American townhouse.

A wrought-iron railed balcony is cantilevered from the second level. Windows on the first level are six-over-six; the full-length windows on the second level are six-over-nine, while window openings in the wooden frieze are divided into three parts. Full louvered shutters are employed on all window openings. A brick fire wall extends above the roof, separating the house from its attached and identical neighbor.



EXAMPLES OF ARCHITECTURAL STYLES

GREEK REVIVAL AMERICAN TOWNHOUSE (ROW HOUSE)

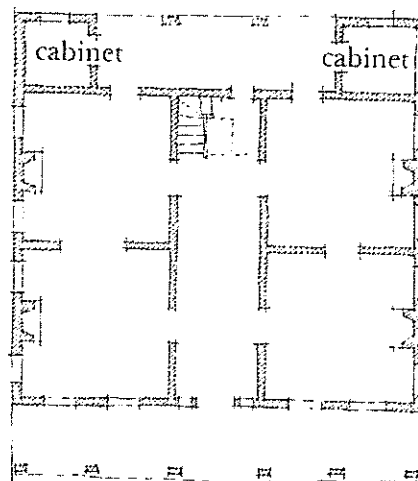
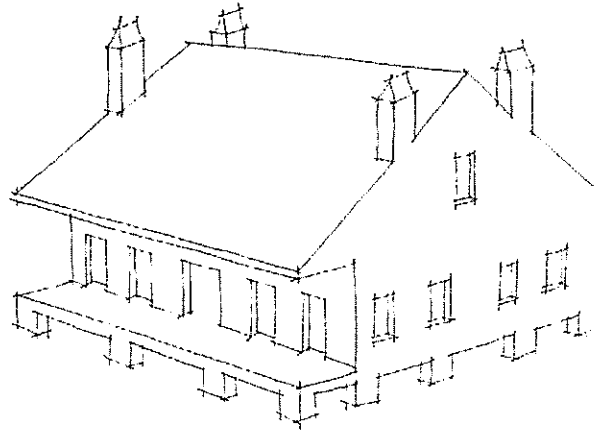


EXAMPLES OF ARCHITECTURAL STYLES

AMERICAN COTTAGE

American influence on the Creole cottage resulted in a five-bay, center-hall cottage. Similar in profile to its Creole predecessor with gabled sides, this American cottage, inspired by the Georgian houses of the Northeast, consisted of four rooms arranged symmetrically but separated by a center hall. The fireplaces and chimneys were located on outside walls, whereas the Creole cottage featured interior-wall fireplaces.

Many of these houses were raised a full story above the ground with a broad gallery stretching across the entire front facade at the second level. Such cottages, generally referred to as raised cottages, had the main living area on the upper level, with the first level used primarily for storage. The American cottage made its first appearance in New Orleans in the 1820s and was popular from about 1830 to 1870.

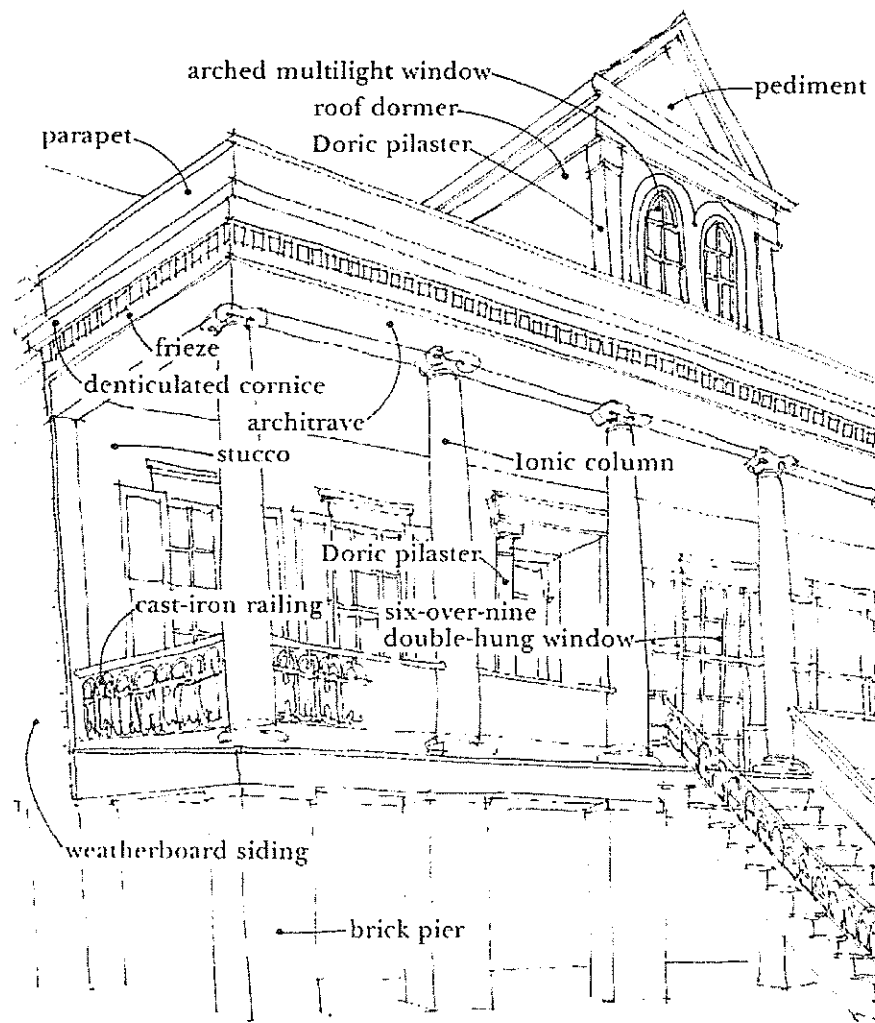


EXAMPLES OF ARCHITECTURAL STYLES

GREEK REVIVAL RAISED AMERICAN COTTAGE

A wood-frame Greek Revival raised American cottage with weatherboard siding on the sides and rear, and smooth stucco on the front. A spacious front gallery with a cast-iron railing is supported by massive brick piers, while the entablature with denticulated cornice is supported by six Ionic columns. A large pedimented roof dormer with double arched openings (these openings are influenced by classical Roman architecture, since the Greeks did not utilize the arch) is situated above the five-bay, center-hall structure. The recessed doorway is embellished with pilasters and an entablature.

The full-length windows in the front facade are double-hung, six-over-nine, while all other windows are six-over-six. All windows employ full louvered shutters. A wide wooden stairway with cast-iron railings is centered in the facade.



EXAMPLES OF ARCHITECTURAL STYLES

GREEK REVIVAL RAISED AMERICAN COTTAGE



**DECLARATION OF
BUILDING AND USE RESTRICTIONS,
SERVITUDES AND DESIGN GUIDELINES FOR
THE VERANDA AT UNIVERSITY CLUB PLANTATION, PARTS 1 AND 2**

This Declaration is made effective as of this 27th day of April 2015 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented Sinclair B. Kouns, Jr., duly authorized, (hereinafter referred to as "Declarant").

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as **LOTS ONE (1) THROUGH SIXTY-EIGHT (68), The Veranda at University Club Plantation Parts 1 and 2**, as shown on the map dated March 25, 2015 prepared by CSRS, Inc. entitled "Final Plat of The Veranda at University Club Plantation, Parts 1 & 2 Showing Lots 1 – 68 and Tracts GS-1 thru GS-15 Being a Residential Subdivision of Tract F-4-B-2-B & Tract G-2-A-1-A-1-B Being a portion of the Woodstock Plantation located in Section 46 & 47, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Plantation, L.L.C." recorded on March 31, 2015 at Original 850, Bundle 12643 in the official records of East Baton Rouge Parish, said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat (hereinafter "The Veranda at University Club Plantation").

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RECORDS CLERK AND RECORDS

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 20, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Original Declaration"), Declarant is authorized to add The Veranda at University Club Plantation to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Veranda at University Club Plantation shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that The Veranda at University Club Plantation shall be held, transferred, sold, conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

Architectural Style

The architectural style of The Veranda is authentic to the great southern cities of New Orleans, Savannah and Charleston. Deep porches within conversational distance of the sidewalk, raised front elevations and authentic architectural details create a comfortable and familiar streetscape. Parks and streets are framed with street trees and provide neighbors a chance to connect with one another with inviting sitting areas and open lawns.

The utilization of alleys to hide garages and utilities is not only a functional improvement to the typical post-war subdivision defined by endless rows of garages, but also an aesthetic enhancement as homeowners and their guests feel welcomed with front doors and open porches and courtyards.

Perhaps no other architectural feature summons feeling sociability and hospitality as the front porch. As such, thematic throughout the community will be the use of porches, stoops, terraces, balconies and/or conversational distance of sidewalks give rise to informal exchange between strangers, thereby helping to create neighbors and strengthen the bonds of community.

As such, the following guidelines must be adhered to for the construction of all porches:

1. A minimum depth of eight feet (8') is required for front porches to allow for comfortable passage around furniture. Deeper is better as it provides better shade in the summer and protection from the rain.
2. Columns, posts and piers should be of a thickness sufficient to look both substantial and appropriate to the style of the house.
3. The style of the porch should complement that of the structure.

Screens on front porches shall be permitted on a case-by-case basis subject to Architectural Control Committee acceptance with consideration given to placement on the street, style of the home and quality of design.

ARTICLE 6. ARCHITECTURAL CONTROL

Section 6.1 D (4) is hereby amended to provide in its entirety as follows:

The Design Review Fee, Additional Reviews Fee, Change of Plan Review Fee and Change to Final Approved Plan Review Fee will be waived.

Declarant reserves the right to collect a one-time street sweep fee of \$250.00 per lot upon commencement of construction to ensure streets are kept clear of mud and debris.

The Landscape/Construction Damage deposit will be waived; however, if damage or clutter occurs and persist, Declarant has the right at his own discretion to implement a Landscape/Construction Damage Deposit as follows:

- 1. Builders on approved list.....\$2,500.00
- 2. New Builders\$5,000.00

Section 6.1 E. is hereby amended as follows:

Square Footage. No residence shall be erected on any lot in The Veranda containing (exclusive of porches, breeze ways, garages and carports, cabanas, workshops and exterior bathrooms, or the like) less than 2000 square feet of living area (defined as heating and cooling area of the home). The Architectural Control Committee at its discretion may lower the minimum square footage up to 10% on a case by case basis.

Setbacks. Unless stated otherwise on the Final Plat, the minimum front setback for homes is fifteen (15) feet, minimum side yard setback is five (5) feet, and rear yard setback is twenty five (25) feet. Other applicable set-backs are as shown on the Final Plat. A detachable private garage (as defined by being at least 10’ from main structure) may encroach up to two (2) feet from side property line and five (5) feet from rear property line.

Driveways and Walkways. Driveways must be composed of either concrete or brick. All driveways for lots 7 through 22 and 30 through 56 must connect to the rear alley system and be located a minimum of 2 feet (2’) from the side property line. Lots 1 through 6 and 23 through 29 and 57 through 68 shall locate their driveways in accordance with Driveway Plan on file with Declarant.

All residences shall construct a pathway with a surface of brick or stone from the front of the home to the sidewalk or driveway at least 42” wide. Plain concrete is permitted for walkways if sufficient brick trim is used. A connection from the sidewalk to street is optional and subject to Architectural Control Committee acceptance.

Fencing. No fence or wall shall exceed eight feet (8') in height. All fencing material visible from a public street or alley must be brick, stucco, wrought iron, wrought iron style aluminum or wood. Wood fences must have enough trim detail to hide the "dog eared", unfinished look of a typical wooden fence. Posts must be concealed from the street, including the alley system, unless the posts are integral to the design on the fence (as is the case with 6x6' posts with board in between).

Front Yard Fencing. Front yard is defined as the space between the front building line and the front property line. The use of front yard fencing and walls is a way to accentuate your home's architectural style and the material and craftsmanship from which the fence or wall is constructed should reflect the level of quality that makes The Veranda exceptional.

Front yard fences and walls for all lots shall not exceed thirty six inches (36") in height in front of the front building line. Acceptable materials for front yard fencing are true wrought iron, painted wooden picket and masonry. Picket fences must be finished (not rough cut) with uncommon or non-traditional designs encourages. Variety along the street will be an approval criterion.

Rear Yard Fencing. Rear yard is defined as the space between the rear building line and the rear property line. Requirements are broken down as follows:

Alley Lots 7 through 22 and 30 through 56 – Fencing of any kind is prohibited in the rear yard of these lots so as to keep the alley ways visually "open".

Lots 1 through 6; 23 through 29 and 57 through 68 must comply with the Original Declaration for Golf Course Lots/Lake Lots/Corner Lots. Rear yard fences must be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum to a height of four (4') feet. Now wood fences are allowed on these lots.

Courtyard Fencing. Fencing of private courtyards facing Memoire Drive may be built of natural old brick or painted new brick depending on the style of the home and must obtain approval of the Architectural Control Committee. Fencing of private courtyards inside of The Veranda shall comply with general fencing requirements states herein with style and color consistent with the look of the residence.

Mailboxes and Addresses. Lots 7 through 22 and 30 through 56 utilize cluster box units located in the alley. Remaining lots shall comply with style and material selected by Declarant more specifically described in the Original Declaration.

Municipal street address numbers may be placed on the residence in a manner and style deemed appropriate by the Architectural Control Committee.

Exterior Materials and Colors. All exterior materials shall be commensurate with the selected architectural style. No residence shall be constructed of imitation stone or brick or of aluminum/vinyl siding.

Acceptable exterior materials are brick, stucco wood and cement board siding in varying styles with at least two (2) coats of paint in addition to primer.

While stucco and brick are attractive and durable exterior options, cement board siding has evolved to offer sustainability and a chance to offer color and texture enhancements to a home. The Architectural Control Committee encourages the addition of color and will review as part of the approval process. There shall be no change of exterior materials at outside corners of the home visible from a public street.

Trim material may be composed of wood or alternative non-rot material such as cementitious board, PVC or vinyl alternative provided the surface is painted.

Porch ceiling may be built out of true wood v-groove or beaded plywood provided the plywood seams are concealed with box beams.

Exterior wall materials used on out buildings and other structures shall conform to the residence, i.e., shall be of the same architectural design and be constructed of similar materials.

Windows. Any windows visible from a public street, and integral to the front building façade, must have the appearance of a true wood window with exterior mullions for divided lights in a style appropriate to the house. Vinyl and Aluminum-clad windows are encouraged and true wood windows should only be used with adequate protection from the elements. All wood windows must be maintained in a “like new” condition. In addition to above, all windows must adhere to the window guidelines contained in Exhibit A attached hereto and made a part hereof.

Gutters. Homes should be designed with proper overhang to shed water, however if gutters are needed in certain situations, the following criteria must be complied with:

1. Roof gutters shall be half-round with round downspouts or Ogee style with square downspouts;
2. Gutters shall be composed of copper, steel or anodized aluminum painted to match house trim.
3. Downspouts shall be placed on the corner of the house least visible from a public street so as not to detract from the front building façade.
4. Gutter colors must be approved by the Architectural Control Committee.

Roof. Roof pitches shall be appropriate to the architectural style of the home. Acceptable roofing materials are as follows:

1. Architectural type asphalt shingle

2. Traditional metal roofing with standing seam or v-crimp
3. Slate
4. Wood shake or shingle
5. Ceramic tile for masonry buildings

All roofing material shall be neutral or earth tones. Colors must be submitted as part of the exterior color scheme with Final Construction Plans.

Chimneys/Stack Vents. Chimneys shall be brick, stucco or synthetic stucco and must have Architectural Control Committee approved cap of brick, slate, terra cotta, anodized aluminum or copper. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Stack vents must be located in the rear of the home when possible. If vents must be in any location other than the rear of the house, they must be of material and color acceptable to the Architectural Control Committee. White stack vents are expressly prohibited.

Garages and Carports Garages and carports may not exceed a three car capacity. Garages must be equipped with automatic door approved by the Architectural Control Committee. One door must be allocated for each car space with doors face a public street with no more than two (2) doors total facing said street. Maximum width for garage door facing a public street is ten (10) feet.

Garages and carports must be located at the rear of the residence and accessed via the rear alley system for lots 7 through 22 and 30 through 56. Lots 1 through 6 and 23 through 29 and 57 through 68 shall locate the garage behind the front building façade except where garage must be placed in front of the residence because of narrow lot frontage or other considerations deemed appropriate by the Architectural Control Committee. Garages and carports are not required but in all instances, vehicles owned and operated by the resident must be screened from all public streets at all times.

Section 6.2 Architectural Control Committee is hereby amended to add the following:

6.2 A. (1) The Architectural Control Committee for the Veranda will consist of Sincalir B. Kouns, Jr., Scott Bardwell and Mike Sullivan.

6.2 A (2) As long as Bardwell Construction Co., LLC is the exclusive builder in The Veranda, any changes, addendums or supplements to the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for the Veranda at University Club Plantation, Parts 1 and 2 will require the signature of both Sinclair B. Kouns, Jr. and Scott Bardwell.

Except as expressly provided in this Declaration, the terms and provisions of the Original Declaration shall apply to the Veranda and shall remain in full force and effect.

THUS DONE AND SIGNED on this 27th day of April 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Monda Aguillard

Print Name: Monda Aguillard

[Signature]

Print Name: Leif Gilly

By: Sinclair B. Kouns, Jr.
Sinclair B. Kouns, Jr.

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC

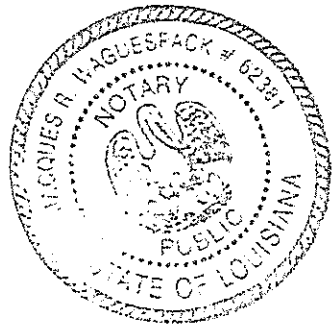


EXHIBIT "A" **Window Guidelines**

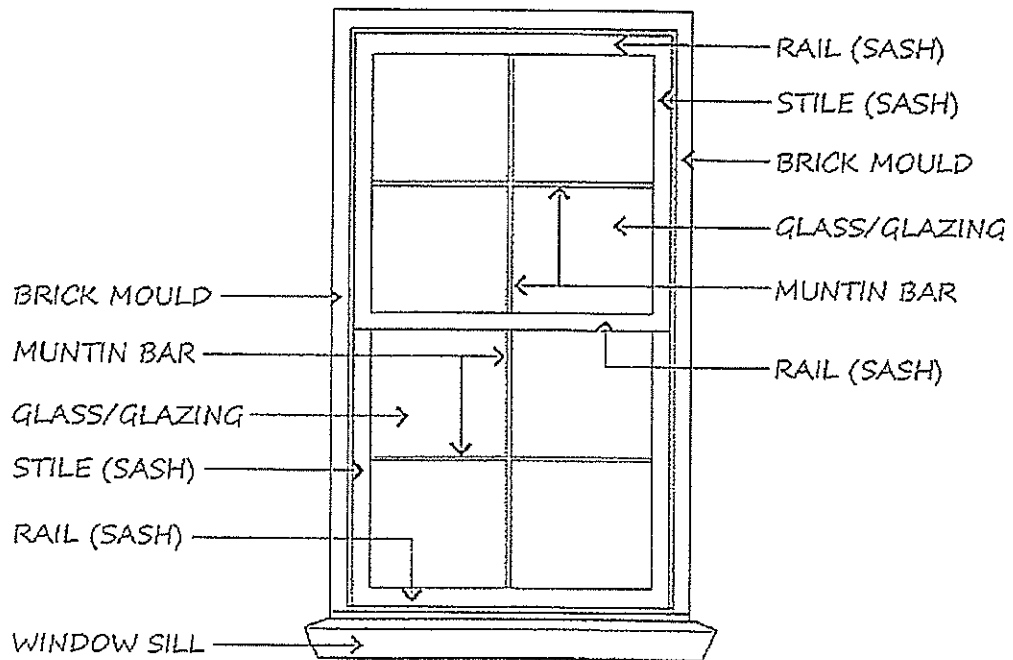
The original design guidelines mandated that all windows facing streets, golf course and common area property be made of wood or be a wood window with an exterior cladding. The cladding material was to be either factory finished colored metal or vinyl. Those standards were amended/revised shortly afterwards to allow a cellular PVC window made by Windsor (Legend Series) in lieu of the wood or cladded wood window at any street elevation (i.e. front elevation of house). This amendment still remains active; however, there are some definite and specific restrictions attached to wood, cladded wood, or vinyl/PVC windows that may be installed at street and/or golf course elevations.

As the original restrictions stated, aluminum windows or vinyl windows may be installed only on side and/or rear elevations of homes not facing streets, the golf course or common areas. Nor will aluminum or vinyl windows be allowed on side or rear elevations of homes where those elevations are highly visible sight lines. It will be the sole discretion of the Architectural Review Committee as to what building elevations may or may not be considered a high-profile sightline.

In conclusion, the use of the window types are as follows:

1. Wood or Exteriorally Cladded Wood Windows
 - a. Any and all elevations
2. Cellular PVC Windows – see specs for cellular PVC windows on next page
 - a. Any and all elevations
3. Vinyl Windows – see specs for vinyl windows on next page
 - a. Any / all side and rear elevations of interior lots
4. Aluminum Windows
 - a. Any / all side and rear elevations of interior lots

Please note that any and all windows facing the street and the golf course must be installed with a traditional brick mould. Also, please be advised (as I'm sure you already know if you are a home builder) that if you attempt to secure shutters to any part of a window or a brick mould, you may void the warranty of the window depending on the manufacturer. Therefore, have your designers provide a detail showing the method by which the shutter hinges will be secured.



The following criteria specifications for all window types must be met for approval by the University Club Architectural Control Committee. These specs will be strictly enforced.

1. Wood or Exteriorly Cladded Windows

- a. Putty style muntin profiles at true divided light or simulated divided light systems must be installed at interior and exterior surfaces of glass.
- b. Muntin profile specifications are as follows...
 - 1) Minimum muntin width of 5/8"
 - 2) Maximum muntin width of 7/8"
 - 3) Minimum relief distance from face of glass to face of muntin bar must be at least 3/8"

2. Cellular PVC Windows

- a. Putty style muntin profiles at simulated divided light systems must be installed at interior and exterior surfaces of glass.
- b. Muntin profile specifications are as follows...
 - 1) Minimum muntin width of 5/8"
 - 2) Maximum muntin width of 7/8"
 - 3) Minimum relief distance from face of glass to face of muntin bar must be at least 3/8"
- c. Sashes (stiles and rails) shall have a minimum of 1-3/4" of visible face dimension
- d. Bottom rail shall have a minimum height of 2-1/2"

3. Vinyl Windows
 - a. There are no specifications that are applicable.
4. Aluminum Windows
 - a. There are no specifications that are applicable

Please be advised that all muntin bar profiles must be submitted to the Architectural Review Committee and approved by the ARC prior to the placement of your window order. Please understand that the ordering and installation of windows without prior approval from the ARC on the muntin profile will be solely the builder's responsibility.

In conclusion, be advised that the maximum number of window types that may be installed on a house is two. In other words, it will not be acceptable to install wood clad windows at the front elevations, vinyl windows on the rear elevation and aluminum windows on the side elevations of the house. Any two combinations of window types may be installed as long as the type/s installed meet all requirements set forth previously within the content of this letter.

AMENDMENTS

C

**FIRST AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

ORIG 271 BNDL 10985

This Amendment is made effective as of the 2nd day of March, 1999, by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr. duly authorized (hereinafter referred to as "Declarant").

Pursuant to the provisions of Sections 11.4 and 11.5 of this Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998, at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998, at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Second Filing"), and the Supplementary Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999, at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Third Filing"), the Declarant, hereby amends the Declaration, the Supplementary Declaration – Second Filing, and the Supplementary Declaration – Third Filing to impose the following additional building and use restrictions and servitudes:

1. All overhead garage doors shall have a minimum height of eight (8.0') feet.
2. An apron with a width of at least six (6) bricks or approved stone material shall be required at the entrance of all driveways. Driveways shall be edged with brick to the nearest front building line. Driveways on corner lots accessing garages from side streets shall have brick edging extending to the garage wall.

3. Except as shown on the Final Plat of each filing, the minimum rear set back line for each lot shall be twenty-five (25') feet for the main building and fifteen (15') feet for unheated and uncooled areas.
4. All door units incorporated in entry systems in the front elevation of a residence shall be a minimum of seven (7') feet in height.
5. The Landscape Deposit shall be Five Hundred and No/100 (\$500.00) Dollars and the Construction Damage Deposit shall be Seven Hundred Fifty and No/100 (\$750.00) Dollars.
6. Clad windows with permanently attached simulated divided lights or true divided lights may be permitted by the Committee. The color of cladding shall be submitted to and subject to approval of the Committee.

Except as expressly provided in this Amendment, the Declaration, the Supplementary Declaration – Second Filing and the Supplementary Declaration – Third Filing shall remain in full force and effect.

THUS DONE AND SIGNED on this 2nd day of March 1999, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Jack Lyden
Dannette Brignee

By: *Sinclair B. Kouns, Jr.*
 Sinclair B. Kouns, Jr.

[Signature]
 NOTARY PUBLIC

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**SECOND AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of the 7th day of July, 2000, by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr. duly authorized (hereinafter referred to as "Declarant").

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998, at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"), the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998, at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Second Filing"), and the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999, at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Third Filing"), and the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999, at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"), (The Declaration, The Supplementary Declaration – Second Filing, The Supplementary Declaration – Third Filing, and The Amendment being referred to sometimes herein as the "Acts") Declarant, hereby amends the

Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing and the Amendment to impose the following additional building and use restrictions and servitudes. Declarant established in Section 6.1 E of the Declaration and elsewhere in the Acts requirements for minimum square footage for residences as defined therein. Declarant now declares and imposes the following amendments and additional building and use restrictions and servitudes.

1. The minimum square footage for **STATELY OAKS**, First Filing, is hereby established as follows:

GOLF COURSE LOTS			NON-GOLF COURSE LOTS		
Lot#		Minimum Sq. Ft. of Living Area	Lot #		Minimum Sq. Ft. of Living Area
5-6	Inclusive	2500 Square Feet	1-4	Inclusive	2200 Square Feet
12-13	Inclusive	2500 Square Feet	7-11	Inclusive	2200 Square Feet
16-22	Inclusive	2500 Square Feet	14-15	Inclusive	2200 Square Feet
25-27	Inclusive	2500 Square Feet	23-24	Inclusive	2200 Square Feet
37-38	Inclusive	2500 Square Feet	28-36	Inclusive	2200 Square Feet
56-70	Inclusive	2500 Square Feet	39-55	Inclusive	2200 Square Feet

2. The minimum square footage for **PLEASANT POINT**, Second Filing, is hereby established as follows:

GOLF COURSE LOTS			NON-GOLF COURSE LOTS		
Lot#		Minimum Sq. Ft. of Living Area	Lot #		Minimum Sq. Ft. of Living Area
71-84	Inclusive	3000 Square Feet	85-117	Inclusive	2800 Square Feet
118-129	Inclusive	3000 Square Feet	13-134	Inclusive	2800 Square Feet

3. The minimum square footage for **CAMPANILE COURT**, Third Filing, is hereby established as follows:

GOLF COURSE LOTS

NON-GOLF COURSE LOTS

Lot#	Minimum Sq. Ft. of Living Area	Lot #	Minimum Sq. Ft. of Living Area
135-147 Inclusive	2800 Square Feet	148-153 Inclusive	2500 Square Feet
		154-189 Inclusive	2500 Square Feet

4. **SIGNAGE POLICY:** The Declarant desires that on-site signage be carefully controlled. The following declarations are hereby established to aid Builders, Realtors, Homeowners and Property Owners in the sale of their property, while maintaining the integrity of the Subdivision.
- 4.1 **HOME CONSTRUCTION SIGNAGE:** Custom Builder’s advertisement of homes under construction may use “FOR SALE” or “CUSTOM HOMES” signs in University Club Plantation. The signs shall be 18” x 24” single or double-sided constructed of white coroplast with pantone (#273C) royal purple vinyl lettering. The sign may advertise the Builder’s company name and telephone number, its marketing agent and telephone number, or its customer’s name. Custom Builders may also advertise the status of the home, i.e., sold, for sale, or custom home.
- 4.2 **REALTOR SIGNAGE:** Signage for homes listed for sale by Real Estate Agents shall be on a sign 18” x 24” single or double-sided constructed of white coroplast with pantone (#273C) royal purple vinyl lettering. The signs must also conform to rules and regulations set forth by the Declarant. The sign may contain the Broker’s company name, telephone number and Associate’s name, telephone number, but may not reflect the price of the home for sale. OPEN HOUSES may have special signage which shall be 18” x 24” single or double-sided constructed of white coroplast with pantone (#273C) royal purple vinyl lettering signifying the open house but no banners of any sort may be used.
- 4.3 **LOT SIGNAGE:** Signage for lots advertised for sale in The University Club Plantation (once the property has been held for a minimum of two (2) years as required) shall be 12” x 18” single or double-sided constructed of white coroplast with pantone (#273C) royal purple vinyl lettering. The sign may include the owner or agent’s name, company name and telephone number, but may not advertise the price of the property.
- 4.4 **SIGNAGE POLICY:** Signage shall be allowed by the above persons only. All other signage is prohibited, for example, and not by way of limitation, signage by subcontractors, suppliers, and the like.
- 4.5 **RESERVED RIGHTS:** The Declarant reserved the right to remove any sign placed in the Subdivision which it feels is in poor taste or detrimental to the beauty of The University Club Plantation.

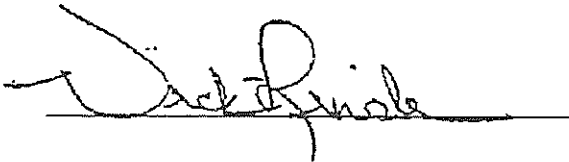
5. **MAILBOXES:** All residences shall have installed the official mailbox for the University Club Plantation, which are hereby declared to be either The Imperial Model #588 or Brandon (BR) on fluted post (NFP) or equal subject to approval. No other mailboxes may be installed except those listed above unless approval has been granted as provided here.

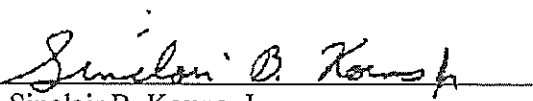
Except as expressly provided in this Amendment, the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing and the Amendment shall remain in full force and effect.

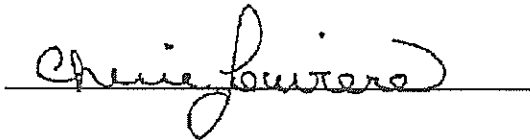
THUS DONE AND SIGNED on this 7th day of July, 2000, in the presence of the undersigned competent witnesses and the undersigned Notary Public.


WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.



By: 
Sinclair B. Kouns, Jr.





NOTARY PUBLIC

Filed (date) July 7, 2000
at (time) _____ a.m./p.m.
Original 249 Bundle 11137
Parish East Baton Rouge

**THIRD AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of the 14th day of December, 2000, by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr. duly authorized (hereinafter referred to as "Declarant").

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998, at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"), the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998, at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Second Filing"), the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999, at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration – Third Filing"), the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999, at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"), the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club

Plantation (the “Second Amendment”) and the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing (the “Supplementary Declaration – Fourth Filing”). (The Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment and the Supplementary Declaration – Fourth Filing, being referred to sometimes herein as the “Acts”) Declarant hereby amends the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment and the Supplementary Declaration – Fourth Filing to impose the following additional building and use restrictions and servitudes. Declarant established in Section 6.1 E of the Declaration and elsewhere in the Acts requirements for minimum square footage for residences as defined therein. Declarant now declares and imposed the following amendments and additional building and use restrictions and servitudes.

6. **ARCHITECTURAL CONTROL**

6.1 **Basic Control.**

D. 4

The initial schedule of required fees and deposits are as follows:

- 5. Landscape Deposit.....\$1,000.00
- 6. Construction Damage Deposit.....\$750.00
(For Builders on approved list)
- 7. Construction Damage Deposit.....\$4,000.00
(For Builders not on approved list)

E. **Exterior/Porch Lighting.** All exterior front porch lighting must be gas lanterns measuring 24” or taller.

G. The following is an optional variance to the original tree requirement.

Trees. The owner shall plant one (1) tree per 2,000 square feet of lot area, meaning that on an average lot of 10,000 square feet, five (5) trees would be required. The large tree must be a minimum two (2") inch caliper; diameter measures twelve (12") inches from the ground. There must be a minimum of two (2) large trees, two (2) medium size trees with the remaining required trees to be a size and type desired by the owner. Medium and small trees must be a minimum one and a half (1 ½") inch caliper, diameter measures twelve (12") inches from the ground.

All size requirements and type will be strictly monitored.

Large and medium size trees shall be planted no closer than twenty (20') feet from any part of the building structure. Small trees shall be planted no closer than six (6') feet from any part of the building structure.

Fifty (50%) percent of the tree material shall be planted in the front yard with the remaining fifty (50%) percent planted elsewhere on the lot.

All other landscape requirements shall remain as stated in the original documents.

Recommended trees and sizes

Large Trees

Live Oak	Cherry Bark Oak
Willow Oak	Magnolia
Southern Red Oak	Pecan

Medium Trees

Cypress
Swamp Maple
Bradford Pear
Silver Maple

Small Trees

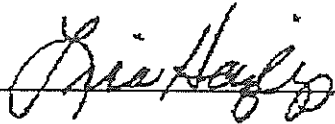
Drake Elm	Japanese Maple
Crape Myrtle	Cherry Laurel
Sweet Bay Magnolia	Wax Myrtle
Yaupon Holly	Crabapple
Parasol	Purple Leaf Plum
Japanese Magnolia	

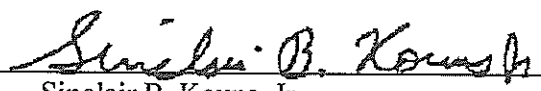
Except as expressly provided in this Amendment, the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment and the Supplementary Declaration – Fourth Filing shall remain in full force and effect.

THUS DONE AND SIGNED on this 14th day of December, 2000, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.



By: 
Sinclair B. Kouns, Jr.





NOTARY PUBLIC

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DOUG WELBORN

CLERK OF COURT & RECORDER

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BY

DEPUTY CLERK & RECORDER

**FOURTH AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of the 31st day of March, 2006, by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant").

Pursuant to the provisions of Section 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 20, 1998, at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana as amended (the "Declaration"), the Declarant hereby amends the Declaration as follows:

1. Section 6.1 E. Golf Course Lots/Lake Lots/Corner Lots is amended to provide in its entirety as follows:

Golf Course Lots/Lake Lots/Corner Lots. Fences on Golf Course Lots, Lake Lots and Corner Lots shall be constructed of wrought iron or anodized or painted aluminum to a height of five (5') feet. No wood fences are allowed on these lots.

2. Section 6.1 E. is amended to add the following:

Dormers. Dormers must be built in strict accordance with plans as reviewed and approved. All Dormers must be appropriately detailed by presentation of a sill, jamb and head cross-section drawn no smaller than a scale of 1" = 1'10". Also enlarged elevation drawings of the front and sides of the dormers must be provided at the same scale as the cross section drawings. Of very critical importance is the design and proportion of radial top (arched top) dormers. It is absolutely imperative that the dimension of the exposed finish jamb and head of the same dimension as shown on the drawings attached as Schedule I. The maximum allowable difference in these two dimensions shall be 20%. Non-compliance shall result in the rebuilding of any dormer not meeting these criteria.

Window Sills. All windows shall be installed with a proper sill of traditional style as shown on Schedule II. Picture frame banding at the window sill location will not be considered an acceptable sill.

Except as expressly provided in this Amendment, the Declaration shall remain in full force and effect.

THUS DONE AND SIGNED on this 31st day of March, 2006, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.


WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: DEBBY ROUNTREE

By: 

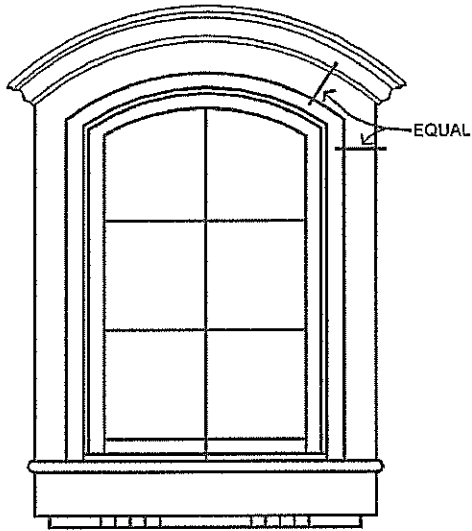

Print Name: GRACE DYKES



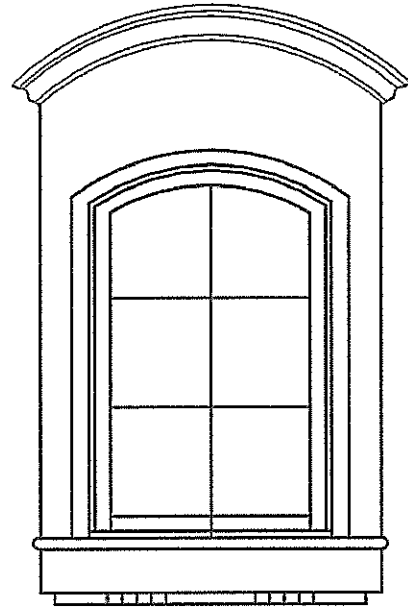
NOTARY PUBLIC
Name: _____
Bar# _____

CINDY M. THIBODEAUX
BAR ROLL #27305
NOTARY ID #62601

SCHEDULE I

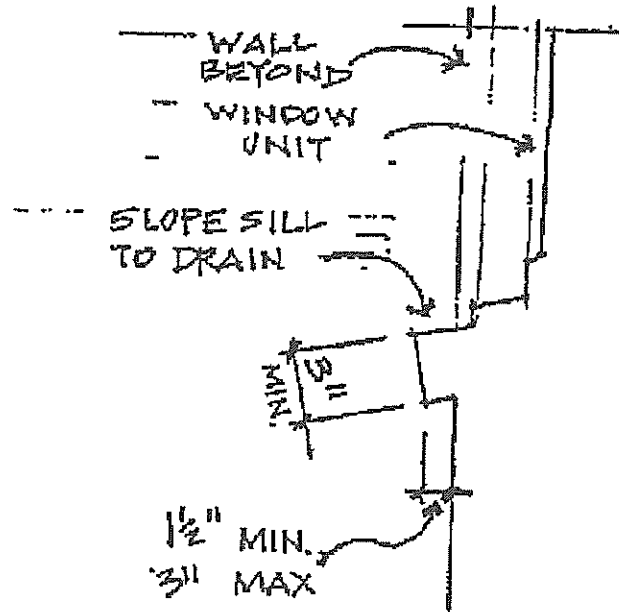


ACCEPTABLE



**NOT
ACCEPTABLE**

SCHEDULE II



**SCHEMATIC
WINDOW SILL
PROFILE**

ORIG 193 BNDL 11824

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EAST BATON ROUGE PARISH, LA.

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**FIFTH AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

ORIG 894 BNDL 12005

This Amendment is made effective as of the 24th day of October, 2007, by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant").

Pursuant to the provisions of Section 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 20, 1998, at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana as amended (the "Declaration"), the Declarant hereby amends the Declaration as follows:

1. Section 6.1 E. Builder Approval is amended to add the following:

Upon the approval of a builder for the construction of Improvements on a Lot, the Improvements shall be constructed in accordance with approved plans and specifications under the direct and active supervision and control of the builder, and the builder shall not delegate or abdicate direct or active supervision and control of construction to the Owner or any other party.

2. Section 6.1 E. Pools, Spas, Hot Tubs is amended to add the following:

Except in the case of the construction or installation of a pool at the time the residence is construction by the approved builder of the residence, a Landscape/Construction Damage Deposit in the amount of \$2,000.00 shall be required from the Owner in addition to the other fees required above. The Landscape/Construction Damage deposit shall be returned to the Owner only upon completion of the pool and the installation of landscaping in accordance with the approved plans. Costs of enforcement and damages may be deducted from the Deposit.

3. Section 6.1 E. is amended to add the following:

Additions and Alterations. The Design Review Fee for additions and alterations to existing homes shall be \$400.00. The Landscape/Construction Damage Deposit for additions or alterations shall be \$750.00 for an approved builder having previously constructed Improvements in the University Club Plantation Project and \$2,000.00 for an approved builder not having previously constructed Improvements in the University Club Plantation Project.

4. Section 10.2 Pets/Animals is amended to provide in its entirety as follows:

There shall be no raising of livestock such as cows, horses, goats, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be detained by architecturally approved fences or enclosures. Dogs shall be detained by hand held leash when outside of the fence or enclosure. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause danger to the safety of Owners or residents or as to cause a nuisance of any type-visual, audible or odors. The Association shall have the right to impose additional requirements regarding domestic animals to ensure the safety and protection of Owners and residents. The determination of a situation as determination shall be final.

5. Section 10.10 Parking is amended to add the following:

Vehicles owned or operated by residents shall be parked within the enclosed garages and no vehicles owned or operated by residents shall be parked on the driveway or outside of the enclosed garages on a frequent, regular or permanent basis.

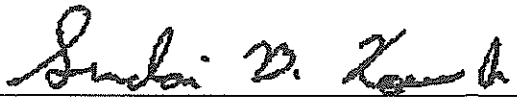
Except as expressly provided in this Amendment, the Declaration shall remain in full force and effect.

THUS DONE AND SIGNED on this 24th day of October, 2007, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.


Print Name: Jennifer Tullier

By: 
Sinclair B. Kouns, Jr.


Print Name: Kristina Guillory



NOTARY PUBLIC

Name: Deborah G. Rountree

Notary ### 69117

ORIG 894 BNDL 12005

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EAST BATON ROUGE PARISH, LA.

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CLERK OF COURT & RECORDER

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**SIXTH AMENDMENT
OF DECLARATION OF
BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR
UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of this 8th day of October, 2013 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as “Declarant”),

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the “Declaration”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the “Supplementary Declaration – Second Filing”); the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the “Supplementary Declaration – Third Filing”); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the “Amendment”); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July , 2000 at Original 249, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Second Amendment”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Supplementary Declaration – Fourth Filing”); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 14, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Third Amendment”); the Amendment to Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the “Fourth Amendment”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 877, Bundle 11677 in the official records of East Baton

Rouge Parish, State of Louisiana (the "Supplementary Declaration – Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at Original 193, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 871, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration – Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration – Fifth Filing, the Supplementary Declaration – Sixth Filing, the Fifth Amendment, the "Supplementary Declaration – Seventh Filing, the Sixth Amendment, the Supplementary Declaration – Eighth Filing and the "Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing being referred to sometimes herein as the "Acts".

Declarant hereby amends the Acts to impose the following additional building and use restrictions and servitudes.

1. Section 5.1(C) shall be amended as follows

Any Maintenance Assessment or Special Assessment not paid within thirty (30) days after the due date *shall be charged a fifty dollar (\$50) late fee on any unpaid balance after the first thirty (30) days of each calendar quarter.* The Association may bring an action to law against the Owner personally obligated to pay the same or foreclose the above described lien and privilege against the Owner's Lot or Unit, as provided below. Once any Maintenance Assessment or Special Assessment or any portion thereof has become

delinquent, the Association may file a notice of same in the records of the Clerk of Court for East Baton Rouge Parish, Louisiana. A real obligation, line and privilege as herein provided for such Maintenance Assessment or Special Assessment shall attach simultaneously as the same shall become due and payable. The real obligation, lien and privilege of such Maintenance Assessment or Special Assessment shall include any late charge established by the Board, interest on the principal amount due at the above described past due interest rate, all costs of collection (including reasonable attorney's fees and court costs) and any other amounts provided or permitted hereunder or by law. IN the event that the Maintenance Assessment or Special Assessment remains unpaid after sixty (60) days from the original due date, the Association may as the Board shall determine, institute suit to collect such amount and to foreclosure its lien and privilege. The real obligation lien and privilege provided for in this section 5.1 shall be in favor of the Association, and by acceptance of title to a Lot or Unit, each Owner vests in the Association and its agents the Assessments or Special Assessments as a debt and/or to foreclose the aforesaid lien and privilege in the same manner as other liens and privileges relating to the improvement of immovable property. The Association shall have the power to bid on the Lot or Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

2. Section 6.1(D.4) shall be amended as follows:

Review Fees

The initial schedules of required fees and deposits are as follows:

- Design Review Fee..... **\$600.00**
- Construction Damage Deposit..... **\$2,500.00**
(For Builders on approved list)
- Construction Damage Deposit..... **\$5,000.00**
(For New Builders)

3. Section 6.1(E) shall be amended as follows:

Fences: All fence locations and details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-perimeter fences. Gates are considered as part of fences and gate details must be submitted for approval. Walls of fences along the front elevations shall not exceed four (4') feet in height and shall not be constructed beyond the front building line (*This excludes privacy walls and courtyard style brick walls.*). Chain link and wire fences are prohibited. Brick columns are allowed in courtyard style walls and fences *and are required in perimeter fences along University Club Drive.*

Antennas, Outside Flagpoles, Satellite Dishes: Radio and television antennas and flagpoles shall be prohibited in the Project. The Design Review Committee may allow eighteen (18") inch Satellite dishes under the following conditions. Property owners must submit to the Design Review Committee a request for permission to install an eighteen (18") inch Televisions Receiving Dish. *Dishes must be roof mounted on a side elevation that is not visible from the street, golf course or common area.* The signal must not interfere with the reception of television or radio signals upon any other properties. The property owner must submit a site plan showing the exact location of the proposed dish. The Design Review Committee will have the authority to grant or deny any request on a case by case basis.

Exterior Materials/Colors: The exterior of the home and accessory buildings shall be constructed of *stucco, brick, or siding approved by the Committee. Synthetic stucco (Dryvit or equal) is NOT allowed.* All brick must be antique brick. Fake stone and lava rock are expressly prohibited. All siding must be wood or smooth synthetic single board lap siding subject to the approval of the Committee. Exterior colors, including siding, trim, brick, roof materials and color must be approved by the Committee prior to their installation and prior to black-in. Installation of non-approved colors/materials may result in mandatory removal and replacement. Any changes in exterior colors or materials must be approved by the Committee, as must be all changes to plans. The Committee recommends the use of subdued, historically correct colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

Window Coverings: No foils, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. For temporary window coverings, the committee suggests the use of inexpensive shades until permanent window coverings are installed. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. Screens on windows should be submitted with plans. If added to home later, details and location must be submitted to Committee for approval. *Window in false roof dormers must have appropriate covering (shade blind, paint) to prevent any unfinished frame from view.*

Gutters: All roof gutters must be either half round *or "K" style gutters with round downspouts.* Gutter colors must be submitted for approval.

AC Compressors, Utility Boxes, Gas/Electric Meters, Pool Equipment and Generators. All air-conditioning compressors, utility boxes, gas/electrical meters, *permanent generators* and pool equipment must be visually screened from the street, golf course, and from side yard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Committee for approval.

4. Section 6.1(F) shall be amended as follows:

Plans: Two (2) sets of construction plans and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted for approval. Bed preparation specifications must be submitted with landscape plans for Committee approval. Landscape plans should be submitted with house plans, but in any event, no later than "black in" stage. The entire front elevation of the home (on corner lots both street elevations) must be landscaped upon completion of the home and prior to occupancy by the homeowner. Golf course elevation must be completed within 60 days of move in. Construction Damage Deposit will be held until landscaping is completed within one (1) year thereafter, the remainder of the landscape planting must be completed. All landscape architects and contractors must follow Louisiana Nursery Specifications and Standards.

Grasses: should include Centipede, Bermuda, St. Augustine, and *Zoysia*

5. Section 10.10 shall be amended to provide in its entirety as follows:

Parking: No vehicles may be parked on or within the driving surface or shoulders of any street in the Project on a frequent, regular, overnight, or permanent basis. No vehicles may be parked on or within any golf course areas or on the neutral ground within the cul-de-sacs or block any private drive. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

THUS DONE AND SIGNED on the 8th day of October, 2013. In the presence of the undersigned competent witnesses, who hereunder sign their names with the said appears and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Theresa A. Aguilera

Print Name: Theresa A. Aguilera

Marilyn Edwards

Print Name: Marilyn Edwards

By: Sinclair B. Kouns, Jr.
Sinclair B. Kouns, Jr.

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC

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EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

**SEVENTH AMENDMENT OF DECLARATION OF BUILDING AND USE RESTRICTIONS
AND SERVITUDES FOR UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of this 6th day of August, 2015 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouss, Jr., duly authorized (hereinafter referred to as "Declarant"),

Pursuant to the provisions of the acts set forth below, including but not limited to Section 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Second Filing"); the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Third Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July 7, 2000 at Original 249, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Second Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Supplementary Declaration - Fourth Filing"); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 14, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Third Amendment"); the Amendment to Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fourth Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 877, Bundle 11677 in the official records of East Baton

Rouge Parish, State of Louisiana (the "Supplementary Declaration – Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at Original 193, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 871, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for The Veranda at University Club Plantation, Parts 1 and 2 recorded on April 28, 2015 at Original 620, Bundle 12649 in the official records of East Baton Rouge Parish, State of Louisiana (the "Veranda Restrictions") - the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration – Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration – Fifth Filing, the Supplementary Declaration – Sixth Filing, the Fifth Amendment, the Supplementary Declaration – Seventh Filing, the Sixth Amendment, the Supplementary Declaration – Eighth Filing; the Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing and the Veranda Restrictions being referred to herein as the "Acts".

Declarant hereby amends the Acts to impose the following additional building and use restrictions and servitudes.

12 TENNIS AND POOL FACILITIES

12.1 Description. The Tennis and Pool Facilities which shall consist of the following:

12.1.1 Six (6) clay tennis courts in two batteries measuring 120 feet by 108 feet each with brick curb around the perimeter of the courts, HarTru aboveground water sprinkler system providing complete court coverage, 4-inch crushed stone base of 220 tons of stone per battery, 1-1/4 inch Rubico (Lee Fastdry) surface, net post sleeves, Douglas Premier Net Posts, tournament quality nets, four sets of regulation playing lines using aluminum tape and aluminum nails, galvanized vinyl coated fencing around the perimeter of both two court batteries consisting of ten foot high fence with wind screens behind both courts and four foot high fence from base line to base line, and a NoFault Sport Light 1000 watt tennis lighting system consisting of six lights per court.

12.1.2 One (1) 86,000 gallon swimming pool measuring 32 by 82 feet 1 inch (25 meters) ranging in depth from 3 feet 6 inches to 5 feet with two 4 feet by 6 feet concrete steps and one 11 feet by 20 feet swimout steps, constructed of 4,000 psi concrete with 6 inch thick walls and floor pneumatically applied with 12 inch reinforced continuous bond beam, steel of #3 grade 40, 3/8 inch rebars on 9 inch centers each way lifted on solid concrete jacks, pool interior plastered with marblite finish and 6 inch tile around inside of perimeter, including two Purex Triton 36 in cha sand filters, two 3 horsepower whisperflow pumps, 6 automatic surface skimmers, three 500 watt lights, one 250 watt light, one automatic water-leveler, NSF automatic chlorinator, brass handicap lift sleeve installed in pool deck, all necessary plumbing and electrical work and all standard equipment to operate the pool from a manual standpoint.

12.1.3 One (1) 55,937 gallon swimming pool measuring 2994 square feet ranging in depth from 3 feet 6 inches to 5 feet with 3 concrete steps and two swimout steps, constructed of 4,000 psi concrete with 6 inch thick walls and floor pneumatically applied with 12 inch reinforced continuous bond beam, steel of #3 grade 40, 3/8 inch rebars on 9 inch centers each way lifted on solid concrete jacks, pool interior plastered with marblite finish and 6 inch tile around inside of perimeter, including two Purex Triton 36 in cha sand filters, three 3 horsepower whisperflow pumps, 6 automatic surface skimmers, four 500 watt lights, two 250 watt light, one automatic water-leveler, NSF automatic chlorinator, brass handicap lift sleeve installed in pool

deck, all necessary plumbing and electrical work and all standard equipment to operate the pool from a manual standpoint.

12.1.4 One (1) completely renovated 2,000 square foot stucco bathhouse consisting of 1,000 square feet of covered pavilion area, restrooms for men and women, storage area and equipment room.

12.1.5 One (1) 4,800 square foot stucco building consisting of a tennis pro shop, concession stand and exercise room.

12.1.6 The Facilities have been constructed on property leased to Declarant pursuant to a Lease and License Agreement effective as of August 15, 1997, and recorded on August 15, 1997 as Original 665, Bundle 10816, as Amended as Original 459, Bundle 10879, as Further Amended as Original 338, Bundle 11079 (the "Lease"), official records of East Baton Rouge Parish, State of Louisiana, which property is more particularly described as follows:

One (1) certain tract or parcel of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as Tract G-1-A-1-A, on the map prepared by Chenevert, Songy, Rodi, Soderberg, dated October 16, 1998 entitled "Map Showing Resubdivision of Tracts "F-1", "F-2", "G-1-A", "G-2-A", "G-1-B", "R-1-A" & "R-2-A" into TRACTS "F-1-A", "F-1-B", "F-1-C", "F-2-A", "G-1-A-1", "G-1-A-2", "G-2-A-1", "G-1-B-1", "R-1-A-1" & "R-2-A-1", being a portion of the Woodstock Plantation located in Section 45, 46, 47 & 52, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana for University Club Platnation, LLC, Woodstock Plantation East, L.L.C. and Tiger Athletic Foundation," a copy of which was recorded November 23, 1998 at Original 632, Bundle 10956, as revised December 17, 1998 at Original 119, Bundle 10963, as revised October 5, 1999 at Original 641, Bundle 11069, official records of the Parish of East Baton Rouge, State of Louisiana, said tracts being subject to such servitudes and other matters as more fully shown on said map.

12.2 Use of the Facilities. The facilities have been designated for use by all members. No member or guest of any member shall be allowed to use the facilities or have access to the facilities if said member has a past due balance owed to the University Club Homeowner's Association.

12.3 Disciplinary Committee. The Declarant shall select three (3) members to serve on the disciplinary committee to enforce the provisions of this section of this declaration. Each member shall serve on said committee until a successor member is selected by the two (2) remaining members.

12.4 Disciplinary Actions. Any member, child of any member or guest of any member who was on the premises of the facilities and reported to the disciplinary committee for any acts of misconduct shall have the following penalties:

12.4.1 First Offense Suspension from the facilities for thirty (30) days; and a \$250.00 fine. The member committing the act of misconduct will not be allowed back on the premises of the facilities until said fine has been paid.

12.4.2 Second Offense Suspension from the facilities for sixty (60) days; and a \$500.00 fine. The member committing the act of misconduct will not be allowed back on the premises of the facilities until said fine has been paid.

12.4.3 Third Offense Suspension from the facilities for one (1) calendar year and a \$1,000.00 fine. The member committing the act of misconduct will not be allowed back on the premises of the facilities until said fine has been paid.

THUS DONE AND SIGNED on this 6th day of August, 2015, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

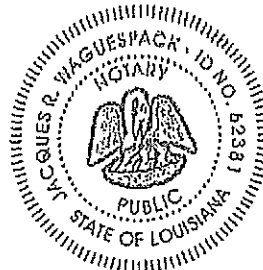
UNIVERSITY CLUB PLANTATION, L.L.C.

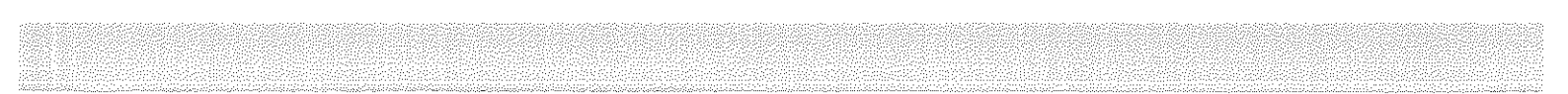
Stephen Lousteau
Print Name: Stephen Lousteau

By: Sinclair B. Kouns
Sinclair B. Kouns, Jr.

Jamie Ours
Print Name: Jamie Ours

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC





**SUPPLEMENTARY OF DECLARATION OF BUILDING AND USE RESTRICTIONS
AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION,
ELEVENTH FILING, PHASE 1**

This Supplementary Declaration is made effective as of this 14th day of August, 2017 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 728 THROUGH 784, University Club Plantation, Eleventh Filing, Phase 1, as shown on the map dated July 12, 2017 prepared by CSRS, Inc. entitled " MAP SHOWING FINAL PLAT OF UNIVERSITY CLUB PLANTATION ELEVENTH FILING, PHASE 1 LOTS 728 – 784 BEING A PORTION OF TRACTS R-10-B OF THE WOODSTOCK PLANTATION LOCATED IN SECTION 47 T-8-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA" recorded July 19, 2017 at Original 507 Bundle 12827 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (hereinafter referred to as "Eleventh Filing, Phase 1")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Eleventh Filing, Phase 1 to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Eleventh Filing, Phase 1 shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Eleventh Filing, Phase 1 shall be held, transferred, sold conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL, Section 6.1E. Square Footage is hereby amended to add the following:

Square Footage. Eleventh Filing, Phase 1. No residence shall be erected on any lot in the Eleventh Filing, Phase 1 containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as

heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Ninth Filing and shall remain in full force and effect.

THUS DONE AND SIGNED on this 14th day of August, 2017, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

By: _____
Sinclair B. Kouns, Jr.

Print Name: _____

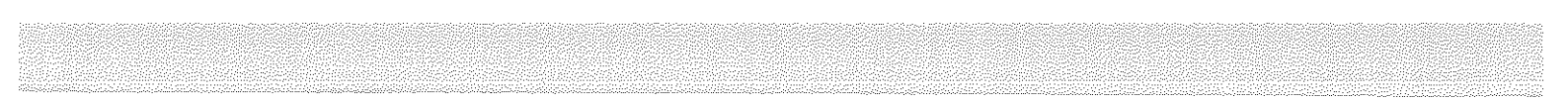
Print Name: _____

NOTARY PUBLIC

EXHIBIT "A"

ELEVENTH FILING, PHASE 1
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
728 - 733 INCLUSIVE	2800 SQUARE FEET
734 - 784 INCLUSIVE	3000 SQUARE FEET



RESOLUTION
OF THE MEMBERS OF
UNIVERSITY CLUB PLANTATION, L.L.C.

ORIG: 239 ENCL: 12833
8/14/2017 3:45:42 PM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY [Signature]
DEPUTY CLERK AND RECORDER

BE IT RESOLVED THAT:

Sinclair B. Kouns, Jr. (the "Agent"), be and he is hereby authorized for and on behalf of University Club Plantation, L.L.C. (the "Company"), to sell for and on behalf of this Company, all or any party of the immovable property described on the attached Exhibit "A" (the "Property") for such prices and on such terms and conditions as he may see fit and to receipt and give accountings for the cash portion of the consideration for any such sale or sales and he is further authorized to sign any and all other documents necessary or desirable in his discretion, to conclude the sale of the Property as he may see fit.

BE IT FURTHER RESOLVED THAT:

The Company hereby ratifies all other acts entered into by the Agent on behalf of this Company in conformity with the authority granted in this Resolution.

BE IT FURTHER RESOLVED THAT:

Nothing contained herein shall revoke or modify the authority granted to any other person, firm or entity or any other member or officer of this Company by any prior resolution.

CERTIFICATE

The undersigned hereby certify that the foregoing resolutions were unanimously adopted by one hundred percent (100%) of the members of this Company on the 14th day of August, 2017. These resolutions have not been modified or rescinded, and are still in full force and effect.

Baton Rouge, Louisiana, this 14th day of August, 2017

[Signature]
SINCLAIR B. KOUNS, JR.

[Signature]
BARBEE S. EDMONDS

Exhibit "A"

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 728 THROUGH 784, University Club Plantation, Eleventh Filing, Phase 1, as shown on the map dated July 12, 2017 prepared by CSRS, Inc. entitled "MAP SHOWING FINAL PLAT OF UNIVERSITY CLUB PLANTATION ELEVENTH FILING, PHASE 1 LOTS 728 - 784 BEING A PORTION OF TRACTS R-10-B OF THE WOODSTOCK PLANTATION LOCATED IN SECTION 47 T-8-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA" recorded July 19, 2017 at Original 507 Bundle 12827 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat.

AMENDMENT OF DECLARATION OF BUILDING AND USE RESTRICTIONS AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION

This Amendment is made effective as of this 9th day of July, 2020 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 5.1 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 24, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Second Filing"); the Supplementary Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Third Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July 7, 2000 at Original 249, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Second Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Supplementary Declaration - Fourth Filing"); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 26, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Third Amendment"); the Amendment to Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fourth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 877, Bundle 11677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at

Original 193, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 871, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for The Veranda at University Club Plantation, Parts 1 and 2 recorded on April 28, 2015 at Original 620, Bundle 12649 in the official records of East Baton Rouge Parish, State of Louisiana (the "Veranda Restrictions"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – 10th Filing"), the Seventh Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on August 14, 2015 at Original 198, Bundle 12674 in the official records of East Baton Rouge Parish, State of Louisiana (the "Seventh Amendment"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – 10th Filing"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Phase 2 recorded on June 3, 2016 at Original 558, Bundle 12735 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing, Phase 2"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 1, recorded on August 16, 2017 at Original 938, Bundle 12833 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Eleventh Filing, Phase 1"); the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration – Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration – Fifth Filing, the Supplementary Declaration – Sixth Filing, the Fifth Amendment, the Supplementary Declaration – Seventh Filing, the Sixth Amendment, the Supplementary Declaration – Eighth Filing and the Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing, the Veranda Restrictions, the Supplementary Declaration-Tenth Filing, the Seventh Amendment, Supplementary Declaration – 10th Filing, Supplementary Declaration –

Sixth Filing, Phase 2, and Supplementary Declaration – Eleventh Filing, Phase 1 being collectively referred to sometimes herein as the “Acts”.

Declarant hereby amends and supplements the Acts to impose the following additional building and use restrictions and servitudes.

5.1 Imposition and Collection.

A. There may be imposed, assessed, or charged against each Lot and Unit within the University Club Plantation Project, by the Board and in favor of the Association, maintenance charges (hereinafter sometime collectively referred to as “Maintenance Assessments”), special assessments (“Special Assessments”) for capital Improvements, and other assessments deemed appropriate by the Board and/or Association. Such Maintenance Assessments and Special Assessments imposed hereunder shall create a fund to be known as the “Maintenance Fund.”

B. Each Owner of a Lot or Unit, by acceptance of the title thereto whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Maintenance Assessments and any other assessments or charges hereby levied against such Owner. The Maintenance Assessments or other assessments hereby levied, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the Lots or Units and shall be a continuing lien and privilege upon the property as to which each such Maintenance Assessment or other assessment or charge is made.

C. Any Maintenance Assessment, Special Assessment or other assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the above described lien and privilege against the Owner’s Lot or Unit, as provided below. Once any Maintenance Assessment, Special Assessment, other assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for East Baton Rouge Parish, Louisiana. A real obligation, lien and privilege as herein provided for such Maintenance Assessment, Special Assessment or other assessment shall attach simultaneously as the same shall become due and payable. The real obligation, lien and privilege of such Maintenance Assessment, Special Assessment or other assessment shall include any late charge established by the Board, interest on the principal amount due at the above described past due interest rate, all costs of collection (including reasonable attorney’s fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Maintenance Assessment, Special Assessment or other assessment remains unpaid after sixty (60) days from the original due date, the Association may as the Board shall determine, institute suit to collect such amount and to foreclose its lien and privilege. The real obligation, lien and privilege provided for in this Section 5.1 shall be in favor of the Association, and by acceptance of

title to a Lot or Unit, each Owner vests in the Association and its agents the right and power to bring all actions against the Person for collection of such Maintenance Assessment, Special Assessment or other assessment as a debt and/or to foreclose the aforesaid lien and privilege in the same manner as other liens and privileges relating to the improvement of immovable property. The Association shall have the power to bid on the Lot or Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

D. The President, Vice President, the Treasurer or the Manager of the Association shall, within ten (10) days of a written request and upon payment to the Association of such fee as is from time to time determined by the Board, furnish to any owner or such Owner's mortgagee which requests the same, a certificate in writing signed by such officer or manager setting forth whether the Maintenance Assessment, Special Assessment or other assessment for which such Owner is responsible has been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Maintenance Assessment, Special Assessment or other assessment stated therein to have been paid.

THUS DONE AND SIGNED on this 9th day of July, 2020 in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB
PLANTATION, L.L.C.

Stephen Lousteau

Print Name: Stephen Lousteau

Edison Rongasie

Print Name: Edison Rongasie

By: Sinclair B. Kouns Jr.

Sinclair B. Kouns, Jr.

BARTLEY P. BOURGEOIS
ATTORNEY/NOTARY PUBLIC

ORIG: 03/ BMDL: 13000
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FILED AND RECORDED
EAST BATON ROUGE PARISH
BOBBY WELBORN
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

BY  RECORDED

**SUPPLEMENTARY OF DECLARATION OF BUILDING AND USE RESTRICTIONS
AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION,
ELEVENTH FILING, PHASE 2**

This Supplementary Declaration is made effective as of this 15th day of October, 2020 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 785 THROUGH 817, University Club Plantation, Eleventh Filing, Phase 2, as shown on the map dated May 31, 2020 prepared by CSRS, Inc. entitled "MAP SHOWING FINAL PLAT OF UNIVERSITY CLUB PLANTATION ELEVENTH FILING, PHASE 2 LOTS 785 - 817, P-4 & P-5 BEING A PORTION OF TRACTS R-10-B OF THE WOODSTOCK PLANTATION LOCATED IN SECTION 47 T-8-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA" recorded September 15, 2020 at Original 398 Bundle 13052 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (hereinafter referred to as "Eleventh Filing, Phase 2")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Eleventh Filing, Phase 1 to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Eleventh Filing, Phase 2 shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Eleventh Filing, Phase 2 shall be held, transferred, sold conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL,

Section 6.1E(3). Square Footage is hereby amended to add the following:

Square Footage. Eleventh Filing, Phase 2. No residence shall be erected on any lot in the Eleventh Filing, Phase 2 containing (exclusive of porches, breeze ways, garages and carports, cabanas, work shops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Section 6.1 E (5). Setbacks is hereby amended to read as follows:

Setbacks. Unless approved in advance by the Committee the side building set back lines shall be eight (8') feet; and the front and rear set back lines shall be as shown on the Final Plat.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Eleventh Filing, Phase 2 and shall remain in full force and effect.

THUS DONE AND SIGNED on this 15th day of October, 2020, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

UNIVERSITY CLUB PLANTATION, L.L.C.

Stephen Lousteau

Print Name: Stephen Lousteau

Jamie Oursou

Print Name: Jamie Oursou

By: Sinclair B. Kouns Jr.
Sinclair B. Kouns, Jr.

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC
LA BAR ROLL # 27129



EXHIBIT "A"

ELEVENTH FILING, PHASE 2
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
799 - 815 INCLUSIVE	2800 SQUARE FEET
785 - 798, 816 AND 817 INCLUSIVE	3000 SQUARE FEET

AMENDMENT OF DECLARATION OF BUILDING AND USE RESTRICTIONS AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION

This Amendment is made effective as of this 5th day of February, 2022 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 5.1 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 24, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Second Filing"); the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Third Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July 7, 2000 at Original 249, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Second Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Supplementary Declaration - Fourth Filing"); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 26, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Third Amendment"); the Amendment to Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fourth Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 877, Bundle 11677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing"); the Amendment of Declaration of Building and

Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at Original 193, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 871, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for The Veranda at University Club Plantation, Parts 1 and 2 recorded on April 28, 2015 at Original 620, Bundle 12649 in the official records of East Baton Rouge Parish, State of Louisiana (the "Veranda Restrictions"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - 10th Filing"), the Seventh Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on August 14, 2015 at Original 198, Bundle 12674 in the official records of East Baton Rouge Parish, State of Louisiana (the "Seventh Amendment"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - 10th Filing"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Phase 2 recorded on June 3, 2016 at Original 558, Bundle 12735 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing, Phase 2"), the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 1, recorded on August 16, 2017 at Original 938, Bundle 12833 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Eleventh Filing, Phase 1"); the Declaration, the Supplementary Declaration - Second Filing, the Supplementary Declaration - Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration - Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration - Fifth Filing, the Supplementary Declaration - Sixth Filing, the Fifth Amendment, the Supplementary Declaration - Seventh Filing, the Sixth Amendment, the Supplementary Declaration - Eighth Filing and the Supplementary Declaration - Sixth Filing, Part 2, Phase 1 and 9th Filing, the Veranda Restrictions, the Supplementary Declaration-Tenth Filing, the

Seventh Amendment, Supplementary Declaration - 10th Filing, Supplementary Declaration - Sixth Filing, Phase 2, and Supplementary Declaration - Eleventh Filing, Phase 1 and The Amendment of Declaration of Building and Use Restriction and Servitudes for University Club Plantation, recorded on July 14, 2020 at Original 650, Bundle 13038 in the official records of East Baton Rouge Parish, State of Louisiana, being collectively referred to sometimes herein as the "Acts".

Declarant hereby amends and supplements the Acts to impose the following supplemental and/or additional building and use restrictions and servitudes.


10.21 Restrictions on Signs and Advertising Devices.

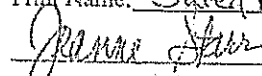
No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the University Club Plantation Project so as to be evident to public view except signs as may be approved in writing by the Architectural Committee. A sign advertising a Lot or Unit for sale or lease may be placed on such Lot or Unit; provided, however, that the Rules and Regulations may regulate the dimensions, color, style and location of such signs and no sign not complying with the Rules and Regulations may be placed or maintained in the University Club Plantation Project. Any decisions in regard to these Restrictions shall be made at the sole discretion of the Architectural Review Committee.


THUS DONE AND SIGNED on this 5th day of February, 2022 in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

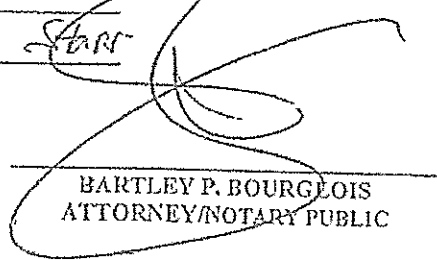
WITNESSES:

UNIVERSITY CLUB
PLANTATION, L.L.C.


Print Name: Jared D. Givings


Print Name: Teador Starr

By: 
Sinclair B. Kouns, Jr.


BARTLEY P. BOURGEOIS
ATTORNEY/NOTARY PUBLIC

SUPPLEMENTARY DECLARATION OF BUILDING AND USE RESTRICTIONS AND
SERVITUDES FOR UNIVERSITY CLUB PLANTATION,
ELEVENTH FILING, PHASE 3

This Supplementary Declaration is made effective as of this 14th day of June, 2022 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Keans, Jr., duly authorized (hereinafter referred to as "Declarant"),

PRELIMINARY STATEMENT

Declarant is the owner of the following described Property:

Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 818 THROUGH 8838, University Club Plantation, Eleventh Filing, Phase 3, as shown on the map dated June 9, 2022 prepared by CSRS, Inc. entitled "MAP SHOWING FINAL PLAT OF UNIVERSITY CLUB PLANTATION ELEVENTH FILING, PHASE 3 LOTS 818 – 8138, TRACTS P-6, P-7 & P-5 BEING A PORTION OF TRACT R-10-B OF THE WOODSTOCK PLANTATION LOCATED IN SECTION 47 T-8-S R-1-E GREENSBURG LAND DISTRICT EAST BATON ROUGE PARISH LOUISIANA" recorded June 13, 2022 at Original 629 Bundle 13194 in the official records of East Baton Rouge Parish; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat; (hereinafter referred to as "Eleventh Filing, Phase 3")

Under the terms and provisions of Section 2.2 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957 in the official records of East Baton Rouge Parish (the "Declaration"), Declarant is authorized to add the Eleventh Filing, Phase 3 to the lands which are subject to the Declaration.

SUPPLEMENTARY DECLARATION

Pursuant to the terms and provisions of the Declaration, Declarant hereby declares that the Eleventh Filing, Phase 3 shall be part of the University Club Project and subject to the jurisdiction of the University Club Plantation Owners Association, Inc. under the Declaration and further declares that the Eleventh Filing, Phase 3 shall be held, transferred, sold conveyed, leased, occupied and used subject to and with the benefit of the building and use restrictions, servitudes, covenants and conditions contained in the Declaration, except as provided in this Supplementary Declaration as follows:

ARTICLE 6. ARCHITECTURAL CONTROL.

Section 6.1E(5), Square Footage is hereby amended to add the following:

Square Footage. Eleventh Filing, Phase 3. No residence shall be erected on any lot in the Eleventh Filing, Phase 3 containing (exclusive of porches, breezeways, garages and carports,

EXHIBIT "A"

ELFVENTH FILING, PHASE 3
BUILDING REQUIREMENTS

<u>LOT NUMBER</u>	<u>MINIMUM SQUARE FOOTAGE OF LIVING AREA</u>
827 - 838 INCLUSIVE	2800 SQUARE FEET
818 - 825 INCLUSIVE	3000 SQUARE FEET

cabanas, workshops and exterior bathrooms, or the like) less than the living area (defined as heating and cooling area of the home) set forth on Exhibit "A" attached to this Supplementary Declaration.

Section 611 (5) Setbacks is hereby amended to read as follows:

Setbacks. Unless approved in advance by the Committee, the side building set back lines shall be eight (8') feet, and the front and rear set back lines shall be as shown on the Final Plat.

Except as expressly provided in this Supplementary Declaration, the terms and provisions of the Declaration shall apply to the Eleventh Filing, Phase 3 and shall remain in full force and effect.

THIS DONE AND SIGNED on this 14th day of June, 2022, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES

UNIVERSITY CLUB PLANTATION, L.L.C.

Diana Bullentin

Print Name: Diana Bullentin

Melaine Martin

Print Name: Melaine Martin

By: *Sinclair B. Kouns, Jr.*
Sinclair B. Kouns, Jr.

Jacques R. Watetspack
JACQUES R. WATETSPACK
ATTORNEY/NOTARY PUBLIC
LA BAR ROLL # 27129

ELEVENTH AMENDMENT OF DECLARATION OF BUILDING AND USE RESTRICTIONS
AND SERVICITUDES FOR UNIVERSITY CLUB PLANTATION

This Amendment is made effective as of this 31st day of January, 2023 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Rouns, Jr., duly authorized (hereinafter referred to as "Declarant"),

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 29, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the "Declaration"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Second Filing"); the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the "Supplementary Declaration - Third Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the "Amendment"); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July 7, 2000 at Original 249, Bundle 11157 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Second Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11157 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Supplementary Declaration - Fourth Filing"); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 14, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the "Third Amendment"); the Amendment to Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fourth Amendment"); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 577, Bundle 11677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in

Page 1 of 3

Kennera Patin



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East Baton Rouge Parish
Deputy Clerk of Court

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the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 571, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for the The Veranda at University Club Plantation, Parts 1 and 2 recorded on April 28, 2015 at Original 620, Bundle 12649 in the official records of East Baton Rouge Parish, State of Louisiana (the "Veranda Restrictions"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration - 10th Filing"), the Seventh Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on August 14, 2015 at Original 198, Bundle 12674 in the official records of East Baton Rouge Parish, State of Louisiana (the "Seventh Amendment"); the Eighth Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on December 17, 2015 at Original 779, Bundle 12701 in the official records of East Baton Rouge Parish, State of Louisiana (the "Eighth Amendment"); Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 1 recorded on August 16, 2017 at Original 938, Bundle 12853 in the official records of East Baton Rouge Parish; Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 2 recorded on October 16, 2020 at Original 037, Bundle 13060 in the official records of East Baton Rouge Parish, Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation dated July 9th, 2020 and recorded July 14, 2020 at Original 650, Bundle 13038 (the "Ninth Amendment"), Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation dated February 5th, 2022 and recorded February 9, 2022 at Original 443, Bundle 13167 (the "Tenth Amendment") Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 3 recorded on June 15, 2022 at Original 209, Bundle 13195 in the official records of East Baton Rouge Parish, the Declaration, the Supplementary Declaration - Second Filing, the Supplementary Declaration - Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration - Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration - Fifth Filing, the Supplementary Declaration - Sixth Filing, the Fifth Amendment, the Supplementary Declaration - Seventh Filing, the Sixth Amendment, the Supplementary Declaration - Eighth Filing and the Supplementary Declaration - Sixth Filing, Part 2, Phase 1 and 9th Filing, the Veranda Restrictions, the Supplementary Declaration-Tenth Filing, the Seventh Amendment, the Eighth Amendment, the Supplementary Declaration, Eleventh Filing Phase 1, the Supplementary Declaration, Eleventh Filing, Phase 2 and the Supplementary Declaration, Eleventh Filing, Phase 3, the Ninth Amendment, the Tenth Amendment, collectively being referred to sometimes herein as the "Acts".

Declarant hereby amends the Acts to impose the following additional building and use restrictions and servitudes.

- 1. Section 6.1(D.4) shall be amended as follows:
Review Fees

Kimira Patin



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East Baton Rouge Parish
Deputy Clerk of Court

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The initial schedule of required fees and deposits are as follows:

Design Review Fee.....	\$	750.00
Construction Damage Deposit.....	\$	5,000.00
Construction Damage Deposit.....	\$	10,000.00
Street Sweep Fee.....	\$	500.00

THUS DONE AND SIGNED on this 31st day of January, 2023 in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

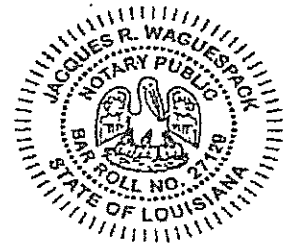
UNIVERSITY CLUB PLANTATION, L.L.C.

Stephen Lousteau
Print Name: Stephen Lousteau

By: Simon B. Kouss Jr.
Simon B. Kouss, Jr.

JAMIE CORSO
Print Name: JAMIE CORSO

Jacques R. Waguespack
JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC



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Correct Copy
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East Baton Rouge Parish
Deputy Clerk of Court

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**TWELFTH AMENDMENT OF DECLARATION OF BUILDING AND USE RESTRICTIONS
AND SERVIDUTES FOR UNIVERSITY CLUB PLANTATION**

This Amendment is made effective as of this 23rd day of July, 2024 by the following:

UNIVERSITY CLUB PLANTATION, L.L.C., a limited liability company organized under the laws of the state of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by Sinclair B. Kouns, Jr., duly authorized (hereinafter referred to as “Declarant”),

Pursuant to the provisions of the acts set forth below, including but not limited to Sections 11.4 and 11.5 of the Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on November 30, 1998 at Original 914, Bundle 10957, official records of the Parish of East Baton Rouge, State of Louisiana (the “Declaration”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Second Filing, recorded on December 18, 1998 at Original 615, Bundle 10963, official records of the Parish of East Baton Rouge, State of Louisiana (the “Supplementary Declaration – Second Filing”); the Supplementary of Declaration of Buildings and Use Restrictions and Servitudes for University Club Plantation, Third Filing, recorded on January 21, 1999 at Original 787, Bundle 10972, official records of the Parish of East Baton Rouge, State of Louisiana (the “Supplementary Declaration – Third Filing”); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on March 3, 1999 at Original 271, Bundle 10985, official records of the Parish of East Baton Rouge, State of Louisiana (the “Amendment”); the Second Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on July 7, 2000 at Original 249, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Second Amendment”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing, recorded on July 7, 2000 at Original 250, Bundle 11137 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Supplementary Declaration - Fourth Filing”); the Third Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, recorded on December 14, 2000 at Original 426, Bundle 11187 in the official records of the Parish of East Baton Rouge, State of Louisiana, (the “Third Amendment”); the Amendment to Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fourth Filing recorded on February 20, 2001 at Original 999, Bundle 11201 in the official records of East Baton Rouge Parish, State of Louisiana (the “Fourth Amendment”); the Supplementary of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Fifth Filing recorded on December 16, 2004 at Original 877, Bundle 11677 in the official records of East Baton

Rouge Parish, State of Louisiana (the "Supplementary Declaration – Fifth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing recorded on April 3, 2006 at Original 195, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on April 3, 2006 at Original 193, Bundle 11824 in the official records of East Baton Rouge Parish, State of Louisiana (the "Fifth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Seventh Filing recorded on April 12, 2006 at Original 861, Bundle 11826 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Seventh Filing"); the Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on October 25, 2007 at Original 894, Bundle 12005 in the official records of East Baton Rouge Parish, State of Louisiana (the "Sixth Amendment"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eighth Filing recorded on October 22, 2007 at Original 871, Bundle 12004 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Eighth Filing"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Sixth Filing, Part 2, Phase 1 and Ninth Filing recorded on July 25, 2013 at Original 436, Bundle 12516 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing"); the Declaration of Building and Use Restrictions, Servitudes and Design Guidelines for the The Veranda at University Club Plantation, Parts 1 and 2 recorded on April 28, 2015 at Original 620, Bundle 12649 in the official records of East Baton Rouge Parish, State of Louisiana (the "Veranda Restrictions"); the Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Tenth Filing recorded on August 27, 2015 at Original 097, Bundle 12677 in the official records of East Baton Rouge Parish, State of Louisiana (the "Supplementary Declaration – 10th Filing"), the Seventh Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on August 14, 2015 at Original 198, Bundle 12674 in the official records of East Baton Rouge Parish, State of Louisiana (the "Seventh Amendment"); the Eighth Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on December 17, 2015 at Original 779, Bundle 12701 in the official records of East Baton Rouge Parish, State of Louisiana (the "Eighth Amendment"); Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 1 recorded on August 16, 2017 at Original 938, Bundle 12833 in the official records of East Baton Rouge Parish; Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 2 recorded on October 16, 2020 at

Original 037, Bundle 13060 in the official records of East Baton Rouge Parish, Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation dated July 9th, 2020 and recorded July 14, 2020 at Original 650, Bundle 13038 (the “Nineth Amendment”), Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation dated February 5th, 2022 and recorded February 9, 2022 at Original 443, Bundle 13167 (the “Tenth Amendment”) Supplementary Declaration of Building and Use Restrictions and Servitudes for University Club Plantation, Eleventh Filing, Phase 3 recorded on June 15, 2022 at Original 209, Bundle 13195 in the official records of East Baton Rouge Parish, the Eleventh Amendment of Declaration of Building and Use Restrictions and Servitudes for University Club Plantation recorded on February 7, 2023 at Original 827, Bundle 13237 in the official records of East Baton Rouge Parish; the Declaration, the Supplementary Declaration – Second Filing, the Supplementary Declaration – Third Filing, the Amendment, the Second Amendment, the Supplementary Declaration – Fourth Filing, the Third Amendment, the Fourth Amendment, the Supplementary Declaration – Fifth Filing, the Supplementary Declaration – Sixth Filing, the Fifth Amendment, the Supplementary Declaration – Seventh Filing, the Sixth Amendment, the Supplementary Declaration – Eighth Filing and the Supplementary Declaration – Sixth Filing, Part 2, Phase 1 and 9th Filing, the Veranda Restrictions, the Supplementary Declaration-Tenth Filing, the Seventh Amendment, the Eighth Amendment, the Supplementary Declaration, Eleventh Filing Phase 1, the Supplementary Declaration, Eleventh Filing, Phase 2 and the Supplementary Declaration, Eleventh Filing, Phase 3, the Ninth Amendment, the Tenth Amendment, Eleventh Amendment, collectively being referred to sometimes herein as the “Acts”.

Declarant hereby amends the Acts to impose the following additional building and use restrictions and servitudes.

1. Section 10.1 shall be amended as follows:

“10.1 **Usage.** Lots may be used for single family residential purposes ONLY. No Lot shall be used for any other purpose, such as apartment houses or offices which are used for the conduct in the home of occupations such as medical or business or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. (No Lot may be used as a road, street, driveway, etc. to access other property).

Any owner who leases their lot or dwelling shall provide a copy of the lease to the Association within ten (10) days prior to the effective date of the lease. No lease for a period of less than one (1) year is permitted. Owners remain liable to the Association for all dues, assessments, the compliance of the tenants/lessees with the Restrictions, By-Laws, and all rules and regulations promulgated under the foregoing. Without limiting the foregoing, any bed and breakfast and/or short-term online marketplace and hospitality service or transient rental enterprise, such as “Airbnb” or “VRBRO” is strictly prohibited. Owners must include the following language in all leases: “This lease is subject to the Restrictions for University Club Plantation., and all rules and regulations promulgated under the foregoing.

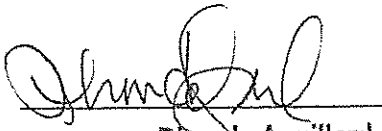
Tenant(s)/lessee(s) have received a copy of such applicable documents and agrees to comply with all terms and conditions thereof. Failure to do so shall constitute an act of default under this lease and shall entitled lessor to immediately cancel this lease.”

This policy does not apply to a lease which results from a sale by a property owner of such owner’s property and an immediate “lease back” from the new owner, as long as the total time period of such “lease back” does not exceed six (6) months.”

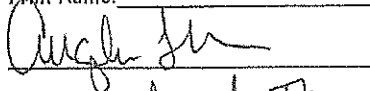
THUS DONE AND SIGNED on this 23rd day of July, 2024 in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary after due reading of the whole.

WITNESSES:

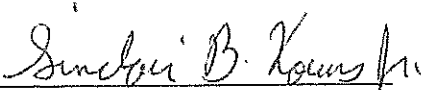
UNIVERSITY CLUB PLANTATION, L.L.C.




Print Name: Rhonda Aguiard



Print Name: Angela Thomas

By: 
Sinclair B. Kouns, Jr.


JACQUES R. WAGUESPACK
ATTORNEY/NOTARY PUBLIC

