DECLARATION OF COVENANTS, CONDITIONS, SERVITUDES AND BUILDING RESTRICTIONS FOR THE PARC SUBDIVISION – UNIT NO. 1

BOSSIER PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF BOSSIER

BE IT KNOWN, that on this day, the undersigned Declarant does hereby establish this Declaration of Covenants, Conditions, Servitudes and Building Restrictions for The Parc Subdivision – Unit No. 1.

THIS DECLARATION, made on the date set forth by the undersigned duly authorized Managers of **PARC PROPERTIES, L.L.C.**, a limited liability company, having a mailing address of 536 HWY 162, Benton, Louisiana 71006, herein represented by its duly authorized Managers, D. Greg Williams and KCG Real Estate, LLC, by its representative, Kevin Gamble, pursuant to that Certificate of Authority filed of record in the Conveyance Records of Bossier Parish, Louisiana under registry number 1317572, hereinafter referred to as the "Declarant".

WITNESSETH:

Declarant is the Owner of the following described property in Bossier Parish, Louisiana, to-wit:

> **THE PARC SUBDIVISION UNIT No. 1**, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded under Registry Number 1364491 of the Conveyance Records of Bossier Parish, Louisiana;

Declarant hereby subjects said property to the covenants, conditions, servitudes and building restrictions hereinafter stated to enhance and protect the value, desirability and attractiveness of said property and to promote the health, safety, welfare, and quality of life of the residents of said property. All of said property above described shall be owned, held, occupied, maintained, altered, improved, sold, encumbered and conveyed subject to the following covenants, conditions, servitudes and building restrictions, which covenants, conditions servitudes and building restrictions shall be covenants running with the land and binding on all parties having or acquiring any interest in said properties or any part thereof, and shall be binding upon and inure to the benefit of the Owners thereof, and their respective successors and assigns.

ARTICLE I

PURPOSE AND SUBMISSION OF PROPERTY

Declarant, PARC PROPERTIES, L.L.C. (“Declarant”), is the owner of certain immovable property located in Bossier Parish, Louisiana, known as The Parc Subdivision, Unit No. 1 (the “Neighborhood”).

Declarant hereby subjects only the residential portions of the Neighborhood to the covenants, conditions, servitudes, easements, and restrictions set forth in this Declaration for the purpose of:

- Enhancing and protecting residential property values;
- Preserving architectural and community standards;

- Providing for maintenance and operation of residential common areas;
- Establishing a residential owners' association; and
- Promoting the health, safety, and welfare of residential occupants.

All provisions herein shall run with the land and be binding upon all present and future owners of property submitted to this Declaration.

1.1 Development Period

The "Development Period" shall mean the period commencing upon recordation of this Declaration and continuing until the latest of the following events:

- Conveyance of ninety percent (90%) of all Lots to Owners other than Declarant and/or an Approved Builder; or
- Completion of all planned residential construction within the Neighborhood; or
- Thirty (30) years from the date of recordation of this Declaration;

Declarant reserves the unilateral right to extend the Development Period by recorded instrument if, in Declarant's judgment, additional time is necessary to complete development, sales, or marketing of the Neighborhood. Declarant also reserves the unilateral right to terminate the Development Period at any time and transfer power to the Association.

1.2 Declarant Supremacy Clause

Notwithstanding any provision contained in this Declaration, the Articles, Bylaws, rules, regulations, or policies of the Association to the contrary, during the Development Period, any conflict between the rights of Declarant and the authority of the Association, the Board, or any committee shall be resolved in favor of Declarant.

Without limitation:

- No rule or action of the Association may impair Declarant's development, construction, marketing, leasing, or sale activities;
- Declarant shall not be subject to use restrictions, architectural controls, or operational rules unless Declarant elects otherwise; and
- Declarant's reserved rights shall supersede all other provisions for the duration of the Development Period.

1.3 Commercial / Retail Carve-Out-Out

Portions of The Parc development are planned for retail, commercial, mixed-use, or non-residential purposes (the "Commercial Property").

Such Commercial Property shall not be subject to this Declaration unless expressly submitted hereto by recorded Supplemental Declaration.

Declarant reserves the right to create and record one or more separate declarations, condominium regimes, or similar governing instruments to regulate the ownership, operation, maintenance, use, leasing, and assessment structure of the Commercial Property.

1.2 Relationship Between Residential and Commercial Components

Declarant may establish easements, cost-sharing agreements, reciprocal servitudes, or master association structures between the residential and commercial components as Declarant deems appropriate, including but not limited to:

- Shared access and parking;

- Utility infrastructure;
- Signage and wayfinding;
- Drainage and detention systems;
- Cross-maintenance obligations.

Absent such recorded instrument, the residential and commercial components shall operate independently.

1.3 No Residential Control Over Commercial Property

The Association created under this Declaration shall have no jurisdiction, approval rights, architectural control, or enforcement authority over the Commercial Property unless expressly granted by Declarant in a separate recorded instrument.

ARTICLE II

DEFINITIONS

Key terms used in this Declaration:

Association – The Parc Neighborhood Association, Inc., a Louisiana nonprofit corporation.

Board – Board of Directors of the Association.

Commons – All property and improvements owned or maintained for common use.

Declarant / Founder – The developer, including successors and assigns.

Design Code – Recorded architectural and land use regulations governing development.

Design Review Board (DRB) – Architectural control authority administering the Design Code.

Lot / Parcel – A separately conveyable tract of land within the Neighborhood.

Owner – Record title holder of a Lot or Parcel.

Residential Unit – Any dwelling unit, including attached or multi-family units.

Zone – Sub-area subject to additional assessments or standards.

ARTICLE III

PROPERTY SUBJECT TO DECLARATION

3.1 Annexation by Declarant

Declarant reserves the right, but not obligation, for thirty (30) years to annex additional property within the Master Plan Area or reasonably related property.

3.2 Annexation by Association

Additional property may be annexed upon approval of two-thirds (66.67%) of the Board and recording of a Supplemental Declaration.

3.3 Withdrawal

Declarant may withdraw property with consent of affected Owners and preservation of access.

ARTICLE IV

DEVELOPMENT RIGHTS

Declarant retains the following rights during the Development Period:

- Modify the Master Plan;
- Replat, subdivide, or combine Lots;
- Determine land use classifications;
- Establish commercial and mixed-use components;
- Control architectural standards;
- Reserve street and utility connectivity easements;
- Annex or withdraw property as permitted herein;
- Levy, collect, and enforce assessments.

No representation is made that all planned amenities or development phases will be completed.

4.1 Approved Builder Program

Notwithstanding any provision contained herein to the contrary, Declarant expressly reserves the right to implement and administer an **Approved Builder Program** for the Neighborhood.

Under this program:

- Declarant may create and maintain a list of approved builders authorized to construct improvements within the Neighborhood;
- Declarant shall have the sole and absolute discretion to approve, deny, suspend, or remove builders from the approved builder list;
- Criteria for approval may include, but shall not be limited to, construction quality, financial capacity, design compatibility, insurance coverage, and prior building experience;
- The Association, Design Review Board, or any committee shall have no authority to approve builders unless such authority is expressly delegated by Declarant in writing.

4.2 Sale of Lots to Builders

Declarant reserves the unrestricted right to sell vacant Lots directly to builders rather than to end-user purchasers.

Such rights include:

- Bulk sales of Lots to builders;
- Exclusive lot releases to specific builders;
- Phased builder allocations;
- Builder option contracts or takedown schedules

No Owner, the Association, or any committee shall have the right to object to, challenge, or interfere with Declarant’s sale of Lots to builders.

4.3 Construction Limitation to Approved Builders

During the Development Period, no residence or improvement shall be constructed within the Neighborhood except by:

1. Declarant; or

2. A builder approved under the Approved Builder Program.

Any contract for construction entered into with a non-approved builder shall be voidable at Declarant's election and may be denied architectural approval.

Declarant has the exclusive authority to grant exceptions to this provision, at Declarant's sole discretion. Any exception to this provision must be granted by Declarant in writing.

4.4 Committee Acknowledgment

If an architectural committee, design review board, or similar body is established, such body shall recognize and enforce the Approved Builder Program. However, final authority over builder approval shall remain exclusively with Declarant unless formally assigned in writing.

4.5 Transfer of Builder Approval Authority

Upon termination of the Development Period, Declarant may, but shall not be obligated to, assign administration of the Approved Builder Program to the Association or Design Review Board subject to such limitations, criteria, or sunset provisions as Declarant may impose.

4.6 Construction Commencement and Completion Deadlines

To promote timely development and preserve the aesthetic and economic integrity of the Neighborhood, the following construction timelines shall apply to all Lots:

Commencement Requirement

Construction of a residence or other approved improvement must begin within two (2) years from the date of purchase of the Lot from Declarant or an approved builder.

For purposes of this subsection, "commencement of construction" shall mean the completion of site preparation and the pouring of the foundation slab or footings.

Completion Requirement

Once construction has commenced, the residence or improvement must be substantially completed within one (1) year from the date construction began.

Substantial completion shall mean the issuance of a certificate of occupancy or, if not applicable, completion sufficient for residential occupancy as determined by the Design Review Board.

Modification of Deadlines

The construction commencement and completion deadlines set forth herein may be extended or modified only with the prior written consent of the Board of Directors of the Association. The Board may grant such extensions in its reasonable discretion based on circumstances including, but not limited to, force majeure events, labor or material shortages, permitting delays, or other construction impediments.

Failure to comply with these deadlines may result in enforcement action, including fines, suspension of building privileges, or other remedies authorized under this Declaration.

ARTICLE V

EASEMENTS

5.1 General Utility Easement

A blanket easement is reserved for utilities, drainage, communications, and service systems, regardless of whether these easements are specifically depicted or reserved on any plats.

5.2 Access & Maintenance Easement

The Association may enter Lots to maintain Commons or shared infrastructure. By virtue of this easement, the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment. To the extent reasonably necessary, an easement over any Lot for maintenance of the Commons.

5.3 Drainage & Erosion Easement

A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes, or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements and regulations of the Neighborhood.

5.4 Encroachment Easement

An easement for any improvements constructed on the Commons which encroach on any Lot, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

ARTICLE VI

COMMON AREAS ("COMMONS")

6.1 Ownership

Commons shall be owned by Declarant or Association. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights. The Declarant may convey to the Association additional Commons that the Association shall accept for maintenance.

6.2 Maintenance

The Association shall be responsible for management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. Expenses for substantial capital improvements must be approved in accordance with the rules set forth herein.

The Association shall use reasonable judgment in providing security, maintaining the Commons and enforcing traffic control measures, but neither the Association nor the Declarant, or any of their employees, members, shareholders, directors, or officers, make any representation or assumes any liability for any loss or injury occurring in or around the Commons. The Owner, and any successors in title, shall expressly indemnify and hold harmless the Association, the Declarant, and their agents, employees, members, shareholders, directors and officers from any claims or causes of action arising from any incidents or issues of the Commons.

6.3 Owners' Rights

Every Owner shall have a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Developer's right to use the Commons and subject to any limitations contained in the conveyance of those Commons to the Association. These rights shall be appurtenant to and shall pass with title to every Lot.

If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or family members damage any of the Commons, the Owner hereby authorizes the Association to repair the damage, at the Owner's sole expense, which shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for the damage from the individual responsible for the damage, in which case, the Owner shall be solidarity liable for the damages caused with the responsible individual.

6.4 Reserved Rights

Declarant reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or other similar temporary sales structures. Such uses may be for special events or a recurring or daily basis. Declarant also reserves, for itself or its various assigns, the right to use portions of the Commons for all such purposes. Declarant may, but is not obligated to, assign such rights to the Association or other entity at any time.

6.5 Non-members

The Association may permit limited use and access for all or portions of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

6.6 Parking & Roads

To the extent permitted by governmental regulations, the Association may regulate traffic, parking, and safety measures within the Neighborhood. The Association may construct traffic calming devices, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving. To the extent permitted by law, the Association may enforce any violation in accordance with enforcement provisions of this Declaration and may tow offenders.

ARTICLE VII

ARCHITECTURAL CONTROL AND DESIGN STANDARDS

To ensure a cohesive architectural character and to protect the value and aesthetic integrity of the Neighborhood, Declarant reserves and establishes architectural control as set forth herein.

7.1 Design Standards Document

All architectural, site planning, landscaping, construction, and aesthetic standards for the Neighborhood shall be governed by a separate recorded document to be known as the:

"Residential Design Standards and Architectural Guidelines"
(the "Design Standards").

The Design Standards may include, but shall not be limited to:

- Architectural styles and elevations;
- Minimum square footage requirements;

- Exterior materials and color palettes;
- Roof pitches and fenestration requirements;
- Garage orientation and driveway standards;
- Fencing, landscaping, and irrigation requirements;
- Lighting, signage, and accessory structures;
- Lot grading and drainage design;
- Recreational structures and pool standards.

Declarant reserves the right to amend the Design Standards at any time during the Development Phase, without approval of the Association or Owners.

7.2 Incorporation by Reference

The Design Standards are hereby incorporated into this Declaration by reference as if fully set forth herein and shall be binding upon all Owners, builders, and occupants within the Neighborhood.

Failure to comply with the Design Standards shall constitute a violation of this Declaration subject to enforcement remedies herein.

7.3 Declarant Authority

During the Development Period, Declarant shall have exclusive authority to:

- Adopt the initial Design Standards;
- Interpret Design Standards;
- Grant variances;
- Approve or deny improvements;
- Amend or restate the Design Standards.

Declarant may exercise such authority directly or through a Design Review Board appointed by Declarant.

7.4 Design Review Board

Declarant may establish a Design Review Board (“DRB”) to administer the Design Standards.

No improvement, construction, alteration, grading, landscaping, or exterior modification shall occur without prior written approval from Declarant or the DRB in accordance with the Design Standards.

The Design Review Board may charge a fee for services attendant to approval of plans not to exceed $10.00 per thousand feet of floor area or a fraction thereof if plans submitted for prior approval. The Committee may charge $100.00 per thousand square feet of total floor area or a fraction thereof, plus attorney’s fees, if the plans are submitted after construction begins. The Board may charge a reasonable fee for all other reviewable plans

7.5 Amendments to Design Standards

Declarant may amend the Design Standards at any time during the Development Period in its sole discretion.

Following termination of the Development Period, amendment rights may be assigned to the Association, subject to any limitations imposed by Declarant in a recorded instrument.

7.6 Declarant Exemption

Notwithstanding anything herein to the contrary, improvements constructed by or on behalf of Declarant, including model homes, sales centers, and commercial or mixed-use improvements, shall not be subject to DRB approval unless Declarant elects otherwise.

ARTICLE VIII

OWNERS ASSOCIATION

8.1 Formation and Membership

The Association shall be established as a Louisiana nonprofit corporation. Mandatory membership shall be appurtenant to ownership of each Lot or Parcel subject to this Declaration.

8.2 Declarant Control During Development Period

Notwithstanding any provision herein to the contrary, the Association shall be controlled by Declarant during the Development Period.

During this period:

- Declarant shall have the exclusive right to appoint and remove all members of the Board of Directors;
- Declarant may appoint officers of the Association.
- Declarant may exercise all voting rights attributable to unsold Lots.
- Declarant may veto, modify, or approve any action of the Association.
- Declarant may unilaterally amend Bylaws, rules, and governance procedures.
- Declarant shall have the exclusive right to set assessment amounts, including increases, without any need for approval by the Association or Owners.

Declarant may voluntarily relinquish control of the Association at any time in its sole discretion.

8.3 Transition of Control

Turnover of control from Declarant to the Owners shall occur upon the termination of the Development Period, subject to any phased transition structure established by Declarant. Declarant will establish Bylaws at the time of turnover. Upon turnover, Owners shall elect the Board in accordance with the Bylaws.

8.4 Duties of the Association

Subject to Declarant control, the Association shall:

- Maintain Commons;
- Enforce this Declaration;
- Levy and collect Assessments;
- Provide services authorized herein;
- Enforce the Bylaws of the Association.

ARTICLE IX

ASSESSMENTS

Declarant specifically reserves the right to levy assessments as needed for the benefit of the Neighborhood. The obligation to pay assessments is a mandatory condition imposed on all Lots depicted on the Plat and any subsequent plats that may be filed by Declarant for additional phases of development. This condition is a restriction permanently attached to the land and will remain a continuing obligation for any and all future title holders.

9.1 Types

Declarant and/or the Association may levy assessments as set forth below:

- General Assessments may be assessed on a regular basis;
- Special Assessments may be assessed as needed for specific expenses and costs of improvements, at the discretion of Declarant and/or the Association.
- Individual Parcel Assessments may be assessed on Owners at a frequency to be determined by Declarant and/or the Association.

Declarant reserves the right to amend this provision and may add assessments as needed for the development of the Neighborhood.

9.2 Allocation

Declarant has the exclusive right to determine the allocation of assessments during the Development Phase. Declarant may transfer this power to the Association at any time.

9.3 Budget

Declarant has the exclusive right to prepare a Budget during the Development Phase. Declarant may transfer this power to the Association at any time.

9.4 Reserves

Declarant has the exclusive right to retain reserves for capital and contingency expenses during the Development Phase. Declarant may transfer this power to the Association at any time.

ARTICLE X

ASSESSMENT LIEN & COLLECTION

The obligation to pay assessments is a restriction permanently attached to the land and will remain a personal obligation of the Owner. This obligation will continue to any successors and/or assigns in title.

Declarant and/or the Association have the right to lien the property for any assessments that remain unpaid.

Declarant and/or the Association shall be entitled to interest, late fees, attorneys' fees, and all costs incurred in connection with collection of assessments. This right shall continue and apply to any and all future Owners and subsequent title holders.

Declarant and/or the Association reserves the right to restrict use of common areas for Owners with unpaid assessments. This shall include, but is not limited to, recreational areas, pools, clubhouses, etc. Any restrictions enforced under this provision shall be automatically lifted upon payment of all assessments in full.

Declarant and/or the Association reserves the right to withhold construction approval for Owners with unpaid assessments. Any restrictions enforced under this provision shall be automatically lifted upon payment of all assessments in full.

ARTICLE XI

USE RESTRICTIONS

11.1 Land Use and Building Type for Lots

No Lot shall be used except for residential purposes.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, or permanent storage building. All dwellings shall be constructed of brick and/or a portion of stucco or applied finish. The exterior of each dwelling shall consist of a minimum of seventy-five percent (75%) masonry construction.

The side of the dwelling not facing the street may be allowed to have siding which meets the requirements of the Design Standards or the Design Review Board. Dwellings erected on corner lots shall not have siding facing either street.

No commercial enterprise of any nature shall be entered into or conducted on any Lot. Declarant shall have the exclusive and discretionary right to grant exceptions to this restriction.

No outbuilding shall exceed the dwelling to which it is appurtenant to in height, number of stories and 400 square feet in size, and shall be obscured from public view, and shall be approved as required.

The builder of the dwelling is required to install a sidewalk which conforms to the requirements of the Design Standards or the Design Review Board, with the said sidewalk conforming to, and matching the sidewalks located on the adjoining lots.

11.2 Dwelling Size

No dwelling erected on any Estate Lot shall contain less than 2500 heated square feet, exclusive of any garages, porches, storage or any other non-heated area.

No dwelling erected on any Manor Lot shall contain less than 1800 heated square feet, exclusive of any garages, porches, storage or any other non-heated area.

No dwelling erected on any Villa Lot shall contain less than 1800 heated square feet, exclusive of any garages, porches, storage or any other non-heated area.

11.3 Lot size

No dwelling shall be erected or placed on any Lot platted other than as shown on the recorded plat unless approved by the Declarant or its manager. No residential Lots shall be re-subdivided without the approval of the Declarant or its manager. The special approval provided in this paragraph terminates December 31, 2046. Should an Owner acquire adjoining Lots and desire to place the improvements upon the dividing line, the Design Review Board may waive the sideline setbacks and approve the location of the improvements.

11.4 Easements and Setbacks

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All residences shall be constructed on the front set back line unless a special exception is given by the Design Standards or the Design Review Board. However, no structure shall be located upon any lot nearer to the dedicated street than the setback line shown on the subdivision plat of the Properties.

11.5 Landscaping and Trees

In addition to the Design Standards requirements, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot until fully developed, complete, professional landscaping plans for such Lot shall have been submitted to and approved in writing by the Design Review Board. The Design Review Board shall, in its sole discretion, determine whether the landscaping plans and layout, including, without limitation, grass, shrubs and trees, include sufficient landscaping. All such landscaping plans shall include plans for trees, grass sod and shrubs.

The landscaping requirements shall be the responsibility of the Owner. Owner shall take steps to insure that Owner's builders, contractors and all subcontractors are fully aware of these requirements. The homeowner and homeowner's association are responsible for cutting their lawn and maintaining all common areas in accordance with all Parish of Bossier Parish ordinances related to lawn maintenance.

Individual front yard lights will not be required. However, if an Owner desires to erect any lighting not attached to the dwelling, including individual front yard lights, such lighting shall only be permitted with the express written approval of the Design Review Board. No light shall be in a non-working condition for more than fourteen (14) days. Declarant and/or the Association has the authority to repair or replace any lighting that is noticeable from the street if the Owner fails to do so and shall assess the Owner all costs.

All swimming pools shall be fenced and Owners shall ensure that all entry points are secure. Any exterior structure, such as a pool or covered patio, shall be submitted to the Design Review Board for approval prior to construction. This restriction shall apply to additions or alterations made after construction of the main dwelling is complete.

11.6 Nuisances

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitations by reference thereto, prohibits the storage and/ or repair of a wrecked vehicle and or vehicles on said premises.

11.7 Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Additionally, no portable building or prefabricated building shall be located upon any lot except as provided during construction of the primary improvements, which may not exceed 180 days. Declarant or its manager may maintain a sales office in or near the currently constructed for development.

11.8 Signs

No sign of any kind shall be displayed to public view on any Lot except one sign of not more than four (4) square feet advertising the property for sale, rent, or signs used by builder to advertise the property during the construction and sales period.

Any sign, temporarily or permanently displayed within the subdivision shall be neatly constructed and neatly lettered in a professional style acceptable to the Design Review Board. Any signs displayed advertising a home for sale and/or rent must comply with the requirements of the Design Standards and is subject to approval by the Design Review Board. Declarant reserves the exclusive right to direct that signage that does not comply with the requirements set forth herein be removed. After making a request for removal, if the non-compliant signage is not timely removed by the Owner, Declarant has the right to enter onto the Lot for the purposes of removing the non-compliant signage. Any costs incurred regarding signage, including removal of non-compliant signage, shall be the sole responsibility of the Owner of the Lot where the signage exists. Declarant and/or the Association may make special assessments to specific Lots as needed.

Signs of a larger size advertising the subdivision may be erected by the Declarant or its manager.

11.9 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. DECLARANT RESERVES UNTO HIMSELF ANY OIL, GAS OR OTHER MINERALS LOCATED BENEATH THE SURFACE OF THE PROPERTIES, but shall not use the surface of said above mentioned Lots for the collection or retrieval of said minerals.

11.10 Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept or bred for commercial purpose. All pets shall be on a leash when anywhere in the subdivision other than when on the Owners lot. All pet droppings must be collected and removed from the sidewalks and common areas by the pet Owner. Pets may not be allowed to become a nuisance or pose a threat to anyone in the subdivision.

It is the intent of this Section to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by keeping of such animals. No dog or animal pen or house shall be placed in any manner as to be seen from the street unless behind the back of the house, and approved by the Design Review Board.

11.11 Garbage and Refuse Disposal

No Lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste. No construction rubbish shall be buried on any Lot. Equipment for the storage or disposal of household wastes shall be kept in clean and sanitary condition, and screening provided therefore as approved by the architectural committee or it manager.

11.12 Drainage and Erosion

For drainage purposes, the grades and low elevations as left by the developer shall be considered the natural drainage. It shall be the responsibility of each lot owner to control erosion into the streets, drainage ways and lake beds- both during and after construction.

11.13 Transport/Recreational Vehicles

Trucks exceeding ¾ ton shall not be permitted to park on any of the lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time. NO VEHICLE SHALL BE PARKED IN THE STREET. NO BOATS, TRAILERS, CAMPERS, RECREATIONAL VEHICLE, OR SIMILAR VEHICLE SHALL BE PARKED IN PUBLIC VIEW OTHER THAN NORMAL LOADING AND UNLOADING. No vehicle will parked on the Lot unless it is on a concrete pad. No vehicles without current registration plates and safety inspection sticker shall be kept on the Lot at any time.

11.14 Relocation of Buildings

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing buildings onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

11.15 Fencing

No fences shall be erected, placed, altered or permitted nearer to any street than the front of the house unless approved by the Design Standards or the Design Review Board. No fence or wall shall be erected to a height over six (6) feet, all walls or fencing, and acceptable construction practices for fencing or walls must be approved by the Design Standards or the Design Review Board. All fencing must be installed by a licensed fencing contractor. Failure to properly maintain fencing as to condition and color shall cause the architectural committee or its manager to repair or restore at the Owners expense as stated above under covenant enforcement.

11.16 Construction

Construction of residential improvements upon any Lot once commenced shall be carried forward with due diligence and substantially completed within not more than one year from the date of commencement, unless otherwise approved by the Design Review Board. The Owners shall be responsible for the encroachment of silt upon the dedicated street are and the sidewalks and shall be responsible for the cleanup cost of trash and dirt occasioned by the construction.

11.17 Antennas

Any satellite dish or antenna and their placement must be approved as described in Article IV, above, and any dish shall not exceed 16" in diameter and placed in any location which would be visible from the street. No "ham" radio or other antennas of a height great than the house shall be erected on any Lot.

11.18 Roofs and Chimneys

All roofs on whatever part of the residence situated shall have a pitch not less than 8/12; except as specifically approved by the Design Standards or the Design Review Board as indicated by the architectural style of the residence or the terrain. All roofing shall be architectural design shingle, 25 year or better guarantee. Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the maid structure and preferable brick or stucco.

11.19 Garages and Driveways

A garage capable of storing two (2) full size vehicles side by side and attached to the residence shall be built on each Lot. Said garage must have doors that must be kept closed at all times. All driveways shall be concrete construction. All garages and driveway designs and locations shall be a part of the plans approved by the Design Review Board.

11.20 Ruins

Any structure damaged or destroyed by any casualty must be rebuilt or demolished within six (6) months from the date of the occurrence of the casualty. Repair and rebuilding must be approved by the Design Review Board prior to commencement of construction. If enforcement is necessary the Lot owner will be responsible for all cost incurred by the Design Review Board, for demolition or repair, plus all attorney's fees incurred.

11.21 Short-Term Rentals

Short-term rentals are prohibited under 30 days. All other leases shall not be permitted without approval by Declarant and/or the Association. All leases must be provided to Declarant and/or the Association prior to any tenant occupancy. Declarant and/or the Association reserves the right to refuse approval of a lease for any reason.

11.22 Occupancy

Occupancy of dwellings is limited to Single Family Units unless approved.

ARTICLE XII

ZONES

Additional Zones may be created by Declarant for any purpose, including additional services and capital improvements. Declarant may create additional Declarations for the addition of commercial space or additional residental space, including condominiums. The ability to create zones is within the discretion of Declarant and does not require approval by the Association or the Owners.

ARTICLE XIII

INSURANCE AND INDEMNITY

13.1 Association Insurance

The Association shall obtain and maintain insurance policies it deems appropriate for the protection of the Commons and Association operations, which may include:

- Commercial general liability insurance;
- Property insurance covering improvements on the Commons;
- Directors and officers liability insurance;
- Workers' compensation insurance (if applicable);
- Fidelity or crime coverage for Association funds.

Insurance coverage amounts shall be determined by the Board, subject to Declarant oversight during the Development Period.

13.2 Owner Insurance Responsibility

Each Owner shall be solely responsible for obtaining insurance coverage on:

- All improvements constructed on the Owner's Lot;
- Personal property;
- Liability arising from use of the Lot.

The Association shall have no responsibility for insuring privately owned structures.

13.3 Builder Insurance Requirements

All builders constructing improvements within the Neighborhood shall maintain insurance coverage, including:

- Commercial general liability;
- Builder's risk;
- Workers' compensation;
- Automobile liability.

Coverage limits and carrier requirements may be established by Declarant or the Association. Builders hereby agree to indemnify and hold harmless Declarant and/or the Association for damages.

13.4 Declarant Liability Limitation

Neither Declarant nor the Association shall be liable for:

- Failure to provide security;
- Loss or damage due to crime;
- Acts of third parties;
- Construction-related hazards; and
- Events or activities held within the Neighborhood.

All Owners accept such risks by acceptance of a deed.

13.5 Indemnification

Each Owner and builder shall indemnify and hold harmless Declarant and the Association from claims arising out of:

- Construction activities;
- Use of Lots;
- Negligence or misconduct; and
- Violations of this Declaration.

ARTICLE XIV

CONSTRUCTION DAMAGE AND SITE MAINTENANCE

14.1 Damage to Commons and Infrastructure

Any damage to roads, utilities, drainage systems, sidewalks, signage, or Commons caused by construction activities shall be the responsibility of the Owner and/or builder causing such damage.

Declarant or the Association may repair such damage and assess the cost as an Individual Parcel Assessment.

14.2 Construction Conduct

Builders shall:

- Maintain clean construction sites;
- Remove debris regularly;
- Prevent mud or materials from entering streets;
- Comply with construction hours established by Declarant.

14.3 Construction Easements

Declarant reserves easements for construction access, staging, material storage, and equipment movement during the Development Period.

14.4 Unfinished Construction

If construction is abandoned or unreasonably delayed, Declarant or the Association may take corrective action to secure, maintain, or complete exterior improvements, with costs assessed to the Lot Owner.

ARTICLE XV

ENFORCEMENT

During the Development Phase, Declarant shall have the exclusive authority to take any and all actions as needed to enforce the provisions of this Declaration and to preserve the intent of the development. This power shall include, but is not limited to:

- Levy fines;
- Suspend voting rights;
- Suspend Commons use;
- Seek injunctions;
- Recover attorney fees.

Declarant reserves the right to amend this Section as needed during the Development Phase, without approval of the Association or Owners.

ARTICLE XVI

AMENDMENT CONTROL

16.1 Declarant Approval During Development Period

Notwithstanding any provision to the contrary, no amendment to this Declaration, the Articles, Bylaws, Design Standards, or rules and regulations shall be effective during the Development Period without the prior written consent of Declarant.

16.2 Owner Amendments Post-Turnover

Following termination of the Development Period, this Declaration may be amended only upon approval of:

- At least two-thirds (66.67%) of the Total Votes of the Association.

16.3 Declarant Reserved Amendment Rights

Declarant reserves the unilateral right during the Development Period to amend this Declaration as necessary to:

- Correct errors or omissions;

- Comply with governmental requirements;
- Facilitate development or financing;
- Modify phasing or annexation structures.

No such amendment shall materially impair vested title rights of an Owner without consent.

ARTICLE XVII

GENERAL PROVISIONS

17.1 Period of Declarant's Rights and Reservations

Without limitation the rights and reservations of the Declarant as hereinabove set forth, the Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof until the Conversion Date. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by the Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by the Declarant. The rights, reservation and easements hereinafter set forth shall be prior and superior to any other provisions of the Declaration and may not, without the Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. The Declarant's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

17.2 Right to Construct or Remove Improvements

The Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Subdivision, including, without limitation, the Common Areas, at any time and from time to time for the improvement and enhancement of the Subdivision. The Declarant may impose a special charge in order to pay for the cost of such improvements. On or before the Conversion Date, the Declarant shall convey or transfer those improvements made the subject of a special charge for the Association, and the Association shall be obligated to accept title to, care for and maintain the same.

17.3 Right to Complete the Subdivision

No provision of this Declaration shall be construed to prevent or limit the Declarant's right (or require the Declarant to obtain any approval) to (i) complete development of the real (immovable) property within the boundaries of the Subdivision; (ii) add property to the original confines of the Subdivision; (iii) plat or replat any Unit or portion of a Unit within the Subdivision; (iv) construct, alter, demolish or replace any improvement on any real (immovable) property owned by the Declarant within the Subdivision, including, but not limited to gated access to all or any portion of the Subdivision; (v) maintain model homes, storage areas, offices for construction, initial sales, resales or leasing purposes or similar facilities on any property owned by the Declarant or owned by the Association; (vi) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Subdivision; or (vii) excavate, cut, full or grade any property owned by the Declarant. Nothing in this Article shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

17.4 Right to Grant and Create Easements and Servitudes

The Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other

purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by the Declarant, (ii) the Common Area, and (iii) existing utility easements. The Declarant also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes over and across the street and roads within the Subdivision and existing utility easements within the Subdivision, and to and from the Subdivision for the benefit of owners of any other property, regardless of whether the beneficiary of such easements owns property which is now or hereafter made a part of the Subdivision.

17.5 Right to Convey Property to the Association

The Declarant shall have and hereby reserves the right, but shall not be obligated to, convey 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, and the Association shall be bound and obligated to maintain the same.

17.6 Enforcement

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

17.7 Severability

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

17.8 Amendment

The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date of this declaration is recorded in the Parish records, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended the first twenty (20) years by an instrument signed by (90%) of lot owners in each respective unit and thereafter by an instrument signed by (75%) of Lot Owners. It will require (100%) to amend this instrument if restrictions are more stringent than the existing restriction.

WITNESSES:

_____
Print Name:

_____
Print Name:

PARC PROPERTIES, L.L.C.

_____
By: D. Greg Williams, Manager

_____
KCG Real Estate, LLC, Manager
By its Managing Member, Kevin Gamble

BEFORE ME, the undersigned Notary Public, personally came and appeared the above-named Declarant, who declared that he/she executed the foregoing instrument for the purposes therein contained.

THUS DONE AND PASSED in my presence and in the presence of the undersigned competent witnesses on this _____ day of _____, 20___.

_____
NOTARY PUBLIC