

This document is a condensed version of Carter Plantation Community Protective Covenants and Restrictions (PC&Rs) and can be used for Information only. An official copy of the PC&Rs and Amendments can be found in record with the Clerk of Court of Livingston Parish, Louisiana.

FOR INFORMATION ONLY

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
CARTER PLANTATION COMMUNITY**

**DEFINITIONS**

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

(a) **“Additional Property”** shall mean and refer to any property sought to be subject to the provisions of this Declaration from time to time and by amendment to this Declaration recorded in the Records of the Clerk of Court in and for the Parish of Livingston, Louisiana.

(b) **“Architectural Review Board” (the “ARB”)** shall mean and refer to the Carter Plantation Architectural Review Board, a group of people initially appointed by CP Land, LLC to review, administer and enforce this Declaration and to establish the Architectural Criteria and Design Guidelines Manual that sets forth minimum standards of design for homes and other improvements to be constructed within the Carter Plantation Community.

(c) **“Articles”** shall refer to the Articles of Incorporation of the Carter Plantation Community Association, Inc.

(d) **“Association”** shall mean and refer to, collectively, Carter Plantation Community Association, Inc., and the unincorporated Neighborhood Associations in the Carter Plantation Community.

(e) **“Board”** shall mean and refer to the Board of Directors of Carter Plantation Community Association, Inc.

(f) **“By-Laws”** shall mean and refer to the By-Laws of the Carter Plantation Community Association, Inc.

(g) **“Carter Plantation Community”** shall mean and refer to all of the property, including but not limited to the property subject to this Declaration, and any Additional Property. However, Carter Plantation Community shall not include the Golf Course and amenities related to the Golf Course.

(h) **“Common Area”** or **“Common Areas”** shall mean all immovable and movable property now owned by the Parties or hereafter owned by the Association, or vested in the Association, by and through the predial servitudes established herein, created for the common use and enjoyment of the Owners, including but not limited to:

(1) the Private Servitudes of Access from public roads to the Lots and Common Areas;

(2) the entrance way, walking trails, and private streets and drives from public roads to the Lots, including the streets, sidewalks, pavement, curb, gate entry, gatehouse, lighting, utility meters, and landscaping; and

(3) all Waterways not a part of the Golf Course.

(i) **“Common Expenses”** shall mean and refer to the actual and estimated expenses of maintaining the Common Areas together with the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses; any expense of the Association for which proposed assessments may be levied under this Declaration.

(j) “**Community-Wide Standard**” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Carter Plantation Community as determined by the Board.

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

(l) “**Declarant**” shall mean and refer to CP Land, LLC.

(m) “**Development**” with an initial capital letter, shall mean and refer to the Property, any additions thereto by amendment to the Declaration, and all improvements located or constructed thereon.

(n) “**Dwelling**” with an initial capital letter, shall mean and refer to any improved property intended for the use as a single-family detached dwelling or as a townhouse, guest room for lodging, condominium unit, or courtyard home, whether detached or attached, located in the Development. All Dwellings shall be considered Structures, as defined herein.

(o) “**Golf Course**” shall mean the Carter Plantation golf course. The Golf Course is privately owned and is not governed by this Declaration, nor is it managed or affiliated with the Property, Owners, the Community Association or the Neighborhood Association, except as provided by separate written agreement.

(p) “**Guest(s)**” shall mean and refer, without limitation, to any Person who is a tenant of any Dwelling, any visitor, patron, or tourist who enjoys any of the amenities of the Carter Plantation Community.

(q) “**Living Area**” shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, and attics.

(r) “**Lot(s)**” shall mean and refer to any unimproved portion of the Property upon which it is intended that a Structure shall be constructed; as such Lots are shown on the Plat. A parcel of land is considered to be a Lot, rather than a Dwelling, until improvements constructed thereon are substantially completed to reasonably permit habitation. Upon such completion, such parcel and the improvements thereon are to be considered to be a Dwelling or a Structure, as applicable. A Lot shall also include a condominium unit as may be established pursuant to a Condominium Declaration.

(s) “**Mortgage**” with an initial capital letter, shall mean and refer to a credit sale, mortgage or other similar security instrument granting, creating, or conveying a lien upon, or a security interest in a Lot or Structure.

(t) “**Mortgagee**” with an initial capital letter, shall mean and refer to the holder of a Mortgage.

(u) “**High Density Residential Area**” shall mean and refer to any portion of the Property that may be subject to a Condominium Declaration or in which common elements are owned either by the Owners residing in such High Density Residential Area as owners in division or by the Neighborhood Association composed of such Owners, and within which it is intended that there will be constructed attached or detached townhomes, condominium units, or courtyard homes.

(v) “**Condominium Declaration**” shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the records of the Clerk of Court for Livingston Parish, Louisiana, with respect to any High Density Residential Area, and which creates a condominium or horizontal or vertical property regime for such Neighborhood or imposes covenants, conditions, servitudes or restrictions with respect to such Neighborhood in accordance with the Louisiana Condominium Act.

(w) “**Manual**” shall mean and refer to the Architectural Criteria and Design Guidelines Manual established by the ARB which details and describes the minimum standards of design for Dwellings, Structures and other improvements, together with regulations and restrictions with respect to site preparation and landscaping and is binding upon all Owners, and all amendments thereto.

(x) “**Neighborhood**” shall mean and refer to each separately developed area within the Property, whether or not governed by a Neighborhood Association, in which the Owners of Structures may have common interests other than those common to all Members of the Association.

(y) “**Neighborhood Association**” shall mean and refer to the unincorporated entity which is comprised of the Owners of Lots in each Neighborhood.

(z) “**Owner(s)**” shall mean and refer to the record owner(s), whether one or more Persons, of the fee simple title to any Lot.

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

(bb) “**Plat**” shall mean and refer to that certain Plat of Carter Plantation prepared by McLin & Associates, Inc., Livingston, Louisiana, dated \_\_\_\_\_, 2003, and recorded of record with the Clerk of Court of Livingston Parish and attached hereto.

(cc) “**Private Servitude of Access**” shall mean and refer to the areas shown on the Plat, which shall be used for ingress and egress to Lots and Common Areas, and traffic signs, drainage facilities, utilities and/or any and all other purposes.

(dd) “**Structure(s)**” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Dwelling, building or part thereof, garage, porch, gazebo, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, pool enclosure, bathhouse, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches.

(ee) “**Violator(s)**” shall mean a Person who does not adhere to the protective covenants, conditions and restrictions set forth in this Declaration, the Manual or the rules and regulations promulgated by the Association.

(ff) “**Waterway(s)**”, with an initial capital letter, shall mean all lakes, ponds streams and waterways in the Carter Plantation Community except Blood River and Lake Simeon.

## ASSOCIATION MEMBERSHIP AND ASSESSMENTS

4.01 Purpose and Duties. The Association shall enforce this Declaration, promote Community activities, prepare and maintain accurate budgets, assess and collect each Member's share of the Common Expenses, provide maintenance to Common Areas and have such other duties and rights as set forth in the Articles and By-Laws of the Association. The Association shall also enforce the protective covenants, conditions and restrictions in this Declaration and shall cooperate with the ARB in upholding the Community-Wide Standard as it pertains to the architectural criteria and design guidelines of the Manual. The Association or Board of Directors may delegate this authority as it deems appropriate.

4.02 Membership. Every Owner shall be deemed to have a membership in the Association under such restrictions as set forth in this Declaration, the Articles and the By-Laws. In the event that ownership of a Lot is transferred, or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. Each Owner, by acceptance of deed or other conveyance for a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of this Declaration as provided herein. The Association shall have such classifications of membership as provided in the Articles and By-laws.

4.03 Board of Directors/Powers and Assessments. The Board of Directors of the Association shall have the following powers, together with those as set forth in the Articles and By-Laws, including and specifically the following:

(a) Power of Assessments. The Board of Directors shall have the power and authority to impose assessments or fees on Owners, Members and Guests. Any such assessment or fee levied by the Board shall be used for promoting the health, safety, pleasure and welfare of the Owners, Members or Guests and for the costs and expenses incidental to the operation of the Association, including without limitation, the maintenance and repair of the Common Areas, the Private Servitude of Access and the improvements thereon, if any, the repair and replacement of improvements on the Common Areas, or on the Private Servitude of Access, payment of all taxes, insurance premiums and all costs of expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds. This power is also granted to each Neighborhood Association with respect to the Common Areas and other amenities unique to such Neighborhood.

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

(c) Computation of Annual Assessments. It shall be the duty of the Board at least fifteen (15) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses and costs of

operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget of the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Declarant, so long as the Declarant is an Owner of a Lot or Dwelling, or (ii) a vote of a majority of the Owners voting at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of an additional assessment.

(d) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of Declarant and a majority of the Owners voting at the annual meeting or a meeting duly called for such purpose. The Management Committee of each Neighborhood Association, in fulfilling its duties, may also levy special assessments and obligations to the owners of Lots in such Neighborhood to provide for the maintenance and operation of Common Areas or amenities unique to such Neighborhood.

(e) Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots as applicable, and may be collected on a monthly, quarterly or semi-annual basis or in a lump sum at the discretion of the Association or Management Committee, as applicable.

(f) Payment of Assessments. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. All Owners of Lots shall be responsible for annual and special assessments. However, Declarant shall not be responsible for assessments on Lots owned by the Declarant. Declarant shall, however, fund any deficit that may exist between assessments and the annual budget during the Class B Control Period as provided in the Articles. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

#### 4.04 Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with late charges, collection fees and service charges (hereinafter defined in subparagraph (c), and interest thereon at the highest permitted lawful rate per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Board on behalf of the Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment shall remain his personal obligation and shall not extinguish upon transfer of the Lot to his successors-in-title. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Board on behalf of the Association is hereby granted permission and authority to provide, at its sole option, written notification to the holder(s) of the mortgage on the lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) If any assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any assessment remains unpaid. Should any annual or special assessment be payable in installments, the Association is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount as established by the Board. A service charge may be imposed as established by the Board.

(d) If any assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate set by the Board not to exceed the highest permitted lawful rate per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

(e) The Association may, at its option, bring an action at law against the Owner personally obligated to pay any past due assessments; or, upon compliance with the notice provisions required by law, foreclose the assessment lien through judicial foreclosure. There shall be added to the amount of such assessment all costs incurred in such action, including attorneys' fees and in the event a judgment is obtained, such judgment shall include interest and reasonable attorneys' fees, together with Court costs. Each Owner expressly vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of assessments herein. The assessment lien and the right to conduct a foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid assessments as above provided.

(f) No action shall be brought to foreclose the assessment lien unless a notice of assessment lien is delivered to the Owner, by personal delivery or deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot, and a copy thereof is recorded by the Association with the Clerk of Court of Livingston Parish, Louisiana. The notice of assessment lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid assessments at the maximum legal rate, attorneys' fees incurred by the Association in collecting the amounts due, late charges, collection fees and expenses of collection in connection with the debt, all of which shall be secured by the assessment lien), and the name and address of the Association.

(g) Any such sale provided for above is to be conducted in accordance with law. Each Owner, by accepting or having accepted a deed to a Lot, expressly grants to the Association the authority to foreclose. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(h) Only property owners in good standing, by having paid all dues, assessments and fines, will be able to attend the membership annual meeting.

**4.06 Initial Annual Assessment.** The initial annual assessment shall be determined by the Board and paid at such times as determined by the Board.

**4.07 Enforcement.** Enforcement of this Declaration shall be by a proceeding initiated by any Owner or by the Association, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity. Failure by the Association or any party to

enforce any Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the party seeking to enforce this Declaration shall be entitled to recover reasonable attorneys' fees from such Violator. With respect to any litigation brought against the Board or the Association arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them.

4.08 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to completion the work necessary to cure any violation of this Declaration contained herein, or the Manual, within ten (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation Fine") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

4.09 Mortgages Protected. Violation of any part of this Declaration shall not defeat or render invalid a Mortgage made in good faith for value as to any Lot, provided that such Mortgage shall be subordinate to this Declaration.

4.10 Acceptance. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to this Declaration and the jurisdiction, rights and powers of the Board of Directors and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in this Declaration.

## **ADMINISTRATION**

5.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof.

5.02 Duties and Powers. The duties, powers and privileges of the Association shall be those set forth in this Declaration and in the Articles and By-Laws, or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right, duty, power or privilege. The Association shall have the specific right to establish such security measures, including the private gating of all or any part of the Carter Plantation Community, as it determines to be in the best interest of the Development. Notwithstanding the foregoing provision of this Section 5.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own the majority of Lots or Dwellings or has the unexpired option to add Additional Property to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

5.03 Agreements. Subject to the prior approval of Declarant, for so long as Declarant the majority of Lots or

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

5.04 Personal Property and Immovable Property for Common Use. The Association may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the net proceeds thereof shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually mortgaged, pledged assigned, hypothecated, or transferred or in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

5.05 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Neighborhoods and Common Areas, which rules and regulations shall not be inconsistent with the rights and duties established by this Declaration.

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

## MAINTENANCE

6.01 Responsibilities of Owners. Unless specifically identified herein or in a Condominium Declaration as being the responsibility of a Neighborhood Association, all maintenance and repair of Lots and Structures, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Structure shall be the responsibility of the Owner of such Lot or Structure. Unless otherwise provided in the appropriate Condominium Declaration, the maintenance and repair of all Common Areas located within High Density Residential Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such High Density Residential Areas) shall be the responsibility of the Neighborhood Association for such High Density Residential Area. Each Owner shall be responsible for maintaining his Lot and Structure in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Structures and all lawns (cut to a maximum height of six (6") inches), trees, shrubs, hedges, grass, and other landscaping or as otherwise provided in the Condominium Declaration. As provided in Section 6.02 (a) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of a Structure or the landscaping, grounds, or other improvements within a Lot unless such decoration change, or alteration is first approved, in writing, by the ARB as provided in this document and the Manual or do any work which, in the reasonable opinion of the ARB, would jeopardize the soundness and safety of the Development or the Neighborhood, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the ARB as the case may be, directly affected thereby or benefiting from such servitude.

6.02 Association's Responsibility. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements situated within the Common Areas or within servitudes encumbering Lots, Dwellings, or High Density Residential Areas, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other Person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner that may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the party of each Owner.

(a) Maintenance and Repairs. In the event that Declarant or the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family or Guests, and is not covered or paid for by insurance in whole or in part, then in either event, Declarant or the Association, except in the event of an emergency situation, may

give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity: the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Structure are subject and shall become a lien against such Lot or Structure, or, in the case of a Neighborhood Association, shall be added to and become a part of the assessments for all Owners within such Neighborhood Association, as applicable, and shall become a lien against such Owner's Lots or Structure. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

(b) Insurance and Taxes. The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board of Directors, but shall be at least Two Million Dollars (\$2,000,000.00) and shall name Declarant as an additional insured and a certificate of insurance shall be furnished to Declarant.

(c) Golf Course. The owner of the Golf Course is responsible for all Golf Course maintenance and repair, including, but not limited to, the Golf Course, The Pavilion and its ancillary areas such as the parking lot, driving range, practice greens, cart paths, bathrooms, maintenance facilities, and related golf course functions.

(d) Insect and Mosquito Abatement. The Association is authorized, but not obligated, to implement and provide for an insect and mosquito abatement program for the Carter Plantation Community. The costs associated with such abatement programs shall be an expense of the Association and paid as a part of the assessments set forth in section 4.03 hereof.

## ARCHITECTURAL REVIEW BOARD

8.01 Powers and Duties. The ARB shall have the following powers and duties:

- (a) The power and duty to review, administer and enforce the covenants and restrictions as set forth in this Declaration;
- (b) The power and duty to establish the Manual that sets forth the minimum building setback lines on each Lot and the minimum standards of location and design for Lots and Structures to be constructed within the Carter Plantation Community;
- (c) The power and duty to review all plans and specifications (the "Plans") and other applications submitted to the ARB, in such form as may be required by the ARB, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with external design and general quality with the existing standards of the Neighborhood and the Development and the location of Structures with respect to all matters, including topography, finished ground elevation, environmental issues, and surrounding Structures;
- (d) The power to allow variances from the covenants and restrictions set forth in this Declaration; and
- (e) Such additional duties and powers as may be delegated to it by the Board of Directors.

To the extent necessary to carry out such purpose, the ARB shall have all the powers and duties to do each and every thing incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove setbacks, plans and specifications for any installation, construction or alteration of any Structure on any Lot.

8.02 Membership. The ARB shall have three (3) members who shall be appointed by the Declarant and serve at the pleasure of Declarant for so long as Declarant owns the majority of Lots or Dwellings or has the unexpired option to add Additional Property. The ARB may authorize, by resolution of the ARB, any member or agent to exercise the full authority of the ARB with respect to any or all matters over which the ARB has authority.

8.03 Action of the ARB. The action of the ARB with respect to the matters properly before it shall be final and binding. Written notice of the decision shall, within five (5) days thereof, be given to any applicant.

8.04 Submission of Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials), unless the Plans for such Structure shall have been first submitted to and approved in writing by the ARB.

8.05 Fees. The ARB shall assess such fees, including a Plan review fee, inspection fee and construction damage fee, as may be set forth in the Manual.

8.06 Approval of Builders. All builders and landscapers shall be licensed and approved by the ARB prior to performing any work on any Lot. Such requirements for approval shall be set forth in the Manual.

8.07 Approval and Disapproval of Plans and Applications.

(a) The ARB shall have the right to approve or disapprove any Plan or application submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient. Notwithstanding anything contained herein or in the

Manual, the ARB may in its discretion approve or deny any proposed Plan or application for any reason set forth in this Declaration.

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

(c) Neither Declarant nor any member of the ARB shall be responsible for or liable in any way for any defects in any portion of the Plans submitted for approval by the ARB, nor any structural defects in any work done according to such Plans submitted for approval to the ARB. Further, approval of Plans by the ARB shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Declarant nor any member of the ARB shall be liable in damages or in any other respect to anyone submitting Plans for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or denial of any such Plans. By submission of such Plans to the ARB, every Owner releases and agrees to hold harmless and to defend Declarant and any member of the ARB from any such alleged liability, claim and/or damage.

**8.08 Review.** The ARB shall take action on any Plans or application submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ARB, if granted, together with any conditions imposed by the ARB, shall be made in writing and shall be returned to the applicant.

**8.09 Right of Inspection.** The ARB shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration and the Manual ("Inspection(s)"); and the ARB shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An Inspection made by the ARB shall not be deemed to be a substitute inspection for any inspection required by the Building Official for the Parish of Livingston or any Mortgagee but shall be considered an additional inspection.

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

**8.11 Notice of Violation.** The ARB shall provide written notice to the Owner by personal delivery or by deposit in the United States mail, certified receipt requested, or recognized overnight delivery service, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner fails to take reasonable steps toward the required remedial action within ten (10) days after the mailing of the notice of violation, then the ARB shall have the right of abatement as provided in Section 6.02 (a) of Article VI hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the ARB, shall be entitled to seek equitable relief to enjoin such construction.

## GENERAL RESTRICTIONS

9.01 Re-subdivision of Lots. This Declaration prohibits the re-subdivision of Lots from any dimensions other than those shown on the Plat, except as provided herein. This covenant shall not prohibit the use of more than one Lot for one Dwelling, with the approval of the ARB.

9.02 Building Location. In order to assure that the location of Structures will be harmonious, the ARB will provide Owners with a building envelope for each Lot so that the maximum view will be available to and from each Dwelling and that the Dwellings and Structures will be located with regard to the topography of each Lot, taking into consideration the location of other Structures, trees, Common Areas and other similar considerations. The ARB has right to control absolutely and solely to decide the precise site, location and orientation of all Structures, including setbacks, garages, driveways, swimming pools and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

9.03 Setbacks. The Manual shall provide the front, rear and side minimum building setback lines for each Lot. Any request for a variance to the setback lines set forth in the Manual must be made in writing to the ARB prior to the commencement of construction.

9.04 Streets and Paths.

(a) Cart Paths. Cart paths may be used for golf carts only.

(b) Streets. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for golf carts approved by the Association or street legal and state-licensed motorcycles for purposes of ingress and egress only.

(c) Walking Paths. Walking paths shall be used for walking, jogging and bicycling only.

9.05 Conservation of Wetlands. No disturbance of the soil or removal of vegetation or plant material is allowed in any wetlands area except by Declarant.

9.06 Boat Houses and Piers. Boat houses and piers are only allowed on Lots adjoining Blood River and Lake Simeon and with the approval of the ARB.

9.07 Driveways. No driveway shall be constructed or altered on any Lot without prior written approval of the ARB in accordance with the Manual. All driveways must be completed upon the completion of the Dwelling.

9.08 Garages. All Lots shall have enclosed garages for the storage of vehicles. Garage doors must remain closed except to allow the exit or entry of vehicles. Carports are not permitted except as provided in Article X. Garage apartments are prohibited.

9.09 Parking. No vehicle shall be parked on any street or shoulder in front of Dwellings on a frequent, regular or permanent basis after construction of a Dwelling is completed. No vehicles may be parked on or within the Golf Course or on the neutral ground within a cul-de-sac. 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 at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under such rules established by the Board.

9.10 Mailboxes and Dwelling Numbers. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be of a type other than the mailbox design established by the ARB as set forth in the Manual.

9.11 Structures. All Structures must be approved by the ARB.

9.12 Fences and Walls. All fence and wall locations, designs and details must be submitted to the ARB for approval, prior to construction, in accordance with the Manual. Gates are considered as parts of fences and gate details must be submitted for approval.

9.13 Tennis Courts or Sport Courts. Private tennis courts and sport courts are permitted only with the approval of the ARB as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the ARB.

9.14 Pools, Spas and Hot Tubs. The design and location of pools, spas and hot tubs shall only be allowed with the approval of the ARB as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the ARB.

9.15 Recreational Equipment. Playground equipment, swing sets and basketball goals may be allowed with the approval of the ARB as set forth in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the ARB.

9.16 Occupancy. Except as provided below, each Lot must be fully landscaped prior to occupancy. Each Dwelling must be completed in accordance with the Plans and the Lot Owner must obtain approval from the ARB prior to occupancy, in accordance with the Manual. If an Owner is in violation of this restriction, the Owner shall forfeit all deposits and liquidated damages will be assessed at the rate of One Hundred Dollars (\$100.00) per day until the Owner is in compliance with this restriction. In addition, the Owner will be responsible for paying liquidated damages plus all costs of litigation, if necessary, including attorney fees.

An Owner may be granted an exception to this restriction by the ARB if within two (2) weeks prior to the date of occupancy there has been excessive rainfall which, in the sole judgment of the ARB, prevents the installation of landscaping.

9.17 Maintenance of Landscape. Each Owner shall be responsible for the maintenance of all landscaping on his Lot. Each Owner shall keep his Lot mowed and free of rubbish, trash, debris, noxious weeds and other unsightly conditions. Vegetable gardens on any Lot are specifically prohibited. Garden compost may be kept in reasonable quantities required by one household only, provided it is not visible from the street, Common Areas or Golf Course and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed once initial construction of a Dwelling is completed. Dead, diseased or damaged trees shall be promptly removed or repaired. In the event of a violation of this restriction, the Association shall notify the Owner of the condition. If the Owner fails to remedy the condition after ten (10) days, in addition to any remedy allowed by this Declaration, the Association may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorney's fees incurred in the collection thereof.

9.18 Prohibitions. There shall be no dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or elsewhere in the Development. Fertilizers may be applied to landscaping provided care is taken to minimize runoff. Onsite storage of gasoline, heating, or other fuels is prohibited except in compliance with environmental laws.

9.19 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ARB. Sprinkler or irrigation systems or wells of any type which

draw upon water from lakes, canals, wetlands or other ground waters within the Property are prohibited, except that Declarant and the Association shall have the right to draw water from such sources. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other Lots.

9.20 Artificial Landscape. The use and display of artificial plants is specifically prohibited in the landscape if such display is visible from any other Lot, any Common Area or the Golf Course. Planters, hanging pots or baskets and similar displays shall not be visible from other Lots, any Common Area or the Golf Course, without the permission of the ARB. The use of exterior sculptures in the landscape must be approved by the ARB.

9.21 Maintenance of Lot. The following shall apply to each Lot:

(a) Each Lot and the area existing between any Lot line and the street, curb, alleyway or parkway area existing between the Lot line and the adjacent curb shall at all times be kept in a clean, sightly and wholesome condition and weeds or grass shall be kept neatly cut or mowed at all times.

(b) No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain upon any Lot if visible from any other Lot, the Common Areas or the Golf Course except as necessary during the period of construction. Equipment such as coolers, pool filters, pool heaters, firewood storage bins and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots, the Common Areas or the Golf Course.

(c) All garbage containers shall be situated or enclosed and screened so as not to be visible from any other Lot, the Common Areas or the Golf Course within twenty-four (24) hours after trash pick-up.

(d) All fences and the exterior of all Structures shall be continuously maintained and never allowed to fall into disrepair.

(e) No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to other Owners or the Neighborhood or might disturb the peace, quiet, comfort or serenity of other Owners such as loud music or amplifiers, outside lighting or noisy machinery.

(f) All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines in the parking strip shall be approved by the ARB.

(g) All shrubbery, trees and plantings on all Lots shall be contained in a landscape plan which must be submitted to the ARB for approval, in its sole discretion. Nothing contained herein shall allow the unfettered growth of vegetation such that it becomes unsightly or prevents another Owner from reasonable use and enjoyment of his Lot.

(h) Each Owner shall cut and maintain all trees, shrubs and hedges on his Lot so that no part thereof encroaches across any boundary line without the permission of the Owner of the Lot upon which the encroachment occurs.

9.22 Building Materials. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure.

9.23 Certain Uses Prohibited. Except as provided herein, the Property shall be used for residential, recreational, and related purposes only. No noxious, or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Carter Plantation Community. This restriction shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots, with the approval of the ARB. The Declarant reserves the right to develop and allow the operation of specific commercial enterprises as may be determined by the Declarant on any Additional Property.

An Owner or Guest may conduct business activities within a Dwelling so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Dwelling by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Carter Plantation Community; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board.

9.24 Trailers and Recreation Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot or Common Area is prohibited. Boats and all motorized recreational vehicles, including, but not limited to: motorcycles, motor homes, travel trailers, golf carts, all terrain vehicles, four wheelers and utility trailers are allowed on a Lot only if housed completely within a garage or other Structure which has been approved by the ARB.

9.25 Signs. No sign of any kind shall be allowed on the Property except for construction signs which are approved by the ARB. Declarant shall be allowed to install Lot identification and directional signage.

9.26 Antennas/Outside Flagpoles, Satellite Dishes. Radio and television antennas and flagpoles shall be prohibited except for temporary flagpoles that only display the American Flag. Satellite dishes may only be installed with the approval of location by the ARB.

9.27 Window Coverings/Window Air-Conditioning Units. Interior window coverings must be lined in a neutral color so as to not detract from the exterior of a Dwelling. No foil, 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. Window mounted air-conditioning or heating units are prohibited except with the approval of the ARB.

9.28 Exterior/Security Lighting. Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the ARB.

9.29 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.

9.30 Garage, Porch, and Moving Sales. Garage, porch, moving and like sales are prohibited in the Carter Plantation Community.

9.31 Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations on the interior or exterior of their Dwellings or Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners. Gaudy, non-traditional, or excessive religious and holiday displays are prohibited.

9.32 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the Carter Plantation Community. Use and discharge of firecrackers and other fireworks in the Development is prohibited. Exterior speakers may be used or placed on a Lot with the approval of the ARB.

9.33 Alarm Systems. All Alarm systems shall be tied into the sheriff's office or an alarm control center. Audible alarms are discouraged; if installed such alarms must have an automated cutoff device.

9.34 Security. The Association, the Declarant, and any successor Declarant shall not in any way be considered insurers or guarantors of security within the Community. Neither the Association, the Declarant, nor any successor Declarant shall be liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

9.35 Firearms. The use of firearms, air guns or pellet guns is strictly prohibited in the Carter Plantation Community. Capturing, trapping or killing of wildlife within the Carter Plantation Community is prohibited, except in circumstances posing an imminent threat to personal safety.

9.36 Pets/Animals. No animals, livestock, poultry and/or reptiles of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that such animals are not kept, bred or maintained for sale or in such numbers or in conditions as may be offensive in the sole opinion of the Association. All domestic animals shall be leashed, or detained by fences or invisible fences.

9.37 Mining. Exploration for or mining or drilling of oil, gas, or other minerals, or water drilling or development operations, refining, mining operations of any kind, or the operation of quarries, gravel or sand pits, soil removing or top soil stripping are prohibited on all Lots without the prior written approval of the Board.

9.38 Water Wells and Sewer Systems. No private water wells or sewer systems will be allowed on any Lot, except if such Lot is not provided water or sewer service by the Carter Plantation Community water or sewer system.

9.39 Waterways. The following restrictions apply to Waterways of the Carter Plantation Community and the Golf Course:

- (a) The Waterways are for aesthetic and viewing purposes only.
- (b) No piers and/or docks or other structures shall be constructed on the Waterways.
- (c) There shall be no swimming or fishing in the Waterways.
- (d) No boats or other floating devices shall be kept, stored, used or operated on the Waterways.
- (e) The Golf Course shall have the authority to remove from the Waterways any waterfowl not approved by the Golf Course. The Association reserves the right to manage the Waterways lakes for wildlife and fishery purposes.
- (f) The edges of Waterways shall be kept clean from debris.
- (g) No Owner may plant any tree or other vegetation on the banks of the Waterways.

9.40. Rentals or Leases:

With the exception of Blackberry Walk Neighborhood/Villas, if owner decides to rent or lease property the following rules shall be enforced:

- (a) A fully executed copy of the lease agreement must be submitted to the Association prior to occupancy.
- (b) Owner is responsible for tenant abiding by all neighborhood Protective Covenants & Restrictions.

## NEIGHBORHOOD RESTRICTIONS

10.01 Neighborhoods. The Declarant has established certain Neighborhoods within the Carter Plantation Community to better provide for the enjoyment, safety, preservation and maintenance of the Common Areas and amenities of particular areas of the Development. Each Neighborhood shall have the right to establish a Neighborhood Association, whose members are the Owners of the Lots in each Neighborhood. Each Neighborhood Association shall be governed by a Management Committee as set forth in the Articles and By-Laws.

10.02. Special Neighborhood Restrictions and Covenants. In addition to the general restrictions as set forth in this Declaration, there are certain restrictions applicable to each Neighborhood as set forth below:

(a) **Loblolly Neighborhood**. The Loblolly Lots are designated as estate-sized single family residential lots for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on these Lots other than one detached single-family dwelling with garage facilities and other outbuildings incident to the residential use of the Lots. These Lots shall have a minimum square footage of 2,500 and a maximum of 10,000 square feet of Living Area. The Manual shall set forth the minimum setback restrictions for Lots in this Neighborhood.

Dwellings in this Neighborhood may not be leased or rented for less than six months.

(b) **Lake Simeon Neighborhood**. These Lots are designated as estate-sized single family residential lots for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on these Lots other than one detached single-family dwelling with garage facilities and other outbuildings incident to the residential use of the Lots. These Lots shall have a minimum square footage of 2,500 and a maximum of 10,000 square feet of Living Area. The Manual shall set forth the minimum setback restrictions for Lots in this Neighborhood.

Dwellings in this Neighborhood may not be leased or rented for less than six months.

The Management Committee of this Neighborhood may establish a security gate for private entrance into the Neighborhood under such rules as may be established by the Management Committee.

Boat houses or docks may be allowed on Lots 162-173 with the prior approval of the ARB.

(c) **The Glade Neighborhood**. These Lots are designated as single family residential Lots for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on these Lots other than one detached single-family dwelling with garage facilities and other outbuildings incident to the residential use of the Lots. These Lots shall have a minimum square footage of 2,000 and a maximum of 6,000 square feet of Living Area. The Manual shall set forth the minimum setback restrictions for Lots in this Neighborhood.

Dwellings in this Neighborhood may not be leased or rented for less than six months.

(d) **Copper Grove Neighborhood**. These Lots are designated as single family residential Lots for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on these Lots other than one detached single-family dwelling with garage facilities and other outbuildings incident to the residential use of the Lots. These Lots shall have a minimum square footage of 1,800 and a maximum of 5,000 square feet of Living Area. The Manual shall set forth the minimum setback restrictions for Lots in this Neighborhood.

Dwellings in this Neighborhood may not be leased or rented for less than six months.

The Lots in the Copper Grove Neighborhood are offered for sale with the expectation that the construction of a Dwelling on such Lot will be commenced within two (2) years from the date of the initial transfer of the Lot from Declarant. All Lots in this Neighborhood shall be subject to an option to repurchase in favor of Declarant as provided herein. This option may be exercised by Declarant in the event an Owner fails to commence construction of a Dwelling on his Lot within two (2) years from the date of the initial transfer of the Lot from Declarant. The re-purchase price shall be the same consideration paid to Declarant for the initial purchase. This Option shall serve as a predial encumbrance on the Lots and shall follow any subsequent transfer and be binding on each succeeding Owner. This option shall be exercised by Declarant by written notice to the Owner of the subject Lot at the address shown on his deed of acquisition. Should the option be exercised, the re-purchase of the Lot shall occur within twenty (20) days. Any party, who fails to comply with the terms of this option to repurchase, if exercised, shall be obligated to pay all damages incurred, including reasonable attorney fees and costs. The Declarant shall also be entitled to enforce this option by specific performance.

(e) **Springress Court Neighborhood.** This Neighborhood is designated as a High Density Residential Area for residential purposes. The exterior design of all Dwellings built in this Neighborhood must be selected from one of the models approved by the ARB. The ARB will provide the schematic drawings of the selected model to an Owner. These Dwellings will contain a minimum of 1,500 and a maximum of 3,500 square feet of Living Area.

Dwellings in this Neighborhood may not be leased or rented for less than six months.

The Lots in the Springress Court Neighborhood have a zero side setback line. The Manual shall set forth the additional minimum setback restrictions for Lots in this Neighborhood.

All Dwellings constructed thereon shall have gutters on the zero lot line side of the Dwelling and shall have an easement (for maintenance purposes only) across the adjoining Lot, four (4) feet in width and adjacent to the common property line.

Declarant or the Management Committee of this Neighborhood may establish a Condominium Declaration to provide for certain covenants, conditions, servitudes and restrictions applicable to such condominium regime.

The Lots in the Springress Court Neighborhood are offered for sale with the expectation that the construction of a Dwelling on such Lot will be commenced within one (1) year from the date of the initial transfer of the Lot from Declarant. All Lots in this Neighborhood shall be subject to an option to repurchase in favor of Declarant as provided herein. This option may be exercised by Declarant in the event an Owner fails to commence construction of a Dwelling on his Lot within one (1) year from the date of the initial transfer of the Lot from Declarant. The re-purchase price shall be the same consideration paid to Declarant for the initial purchase. This Option shall serve as a predial encumbrance on the Lots and shall follow any subsequent transfer and be binding on each succeeding Owner. This option shall be exercised by Declarant by written notice to the Owner of the subject Lot at the address shown on the deed of acquisition. Should the option be exercised, the re-purchase of the Lot shall occur within twenty (20) days. Any party, who fails to comply with the terms of this option to repurchase, if exercised, shall be obligated to pay all damages incurred, including reasonable attorney fees and costs. The Declarant shall also be entitled to enforce this option by specific performance.

(f) **The Villas.** This Neighborhood comprises Lots 63-72. These Lots are designated as multi-use residential and may specifically be used for rental to Guests of all or any part of the Dwelling constructed on a Lot for any duration. Carports are specifically allowed on Lots in this Neighborhood. The Management Committee of this Neighborhood will establish rules and regulations governing the rental of these Lots or Dwellings. The Dwellings constructed on these Lots shall have a minimum of 2,000 and a maximum of 6,000 square footage of

Living Area. The Manual shall set forth the minimum setback restrictions for Lots in this Neighborhood.

10.02 (g) **Tall Timbers Neighborhood.** This neighborhood shall consist of Lots 208-288, CP 7 and CP 9. Lots 208-288 are designated as estate-sized single family residential lots for residential purposes only. No Structure shall be erected, altered, placed or permitted to remain on these lots other than on detached single family dwelling with garage facilities and other outbuildings incident to the residential use of these lots. These lots shall have a minimum square footage of 2,250 and a maximum of 8,000 square feet of living area. The Manual shall set for the minimum setback restrictions for lots in this neighborhood.

**Sewage:** Grinder pumps will be required for each lot. These will be available for purchase through MODAD and will become the owner's responsibility. These should be installed on the same side of the dwelling as the A/C unit.

Lots CP7, known as Fairway Gardens and CP9 are designated as a High Density Residential Area for residential purposes. The exterior design of all dwellings built in this neighborhood must be selected from one of the models approved by the ARB. These dwellings will contain a minimum of 1,500 square feet and a maximum of 3,500 square feet of living area. The manual shall set forth the minimum setback restrictions for this section of the neighborhood.

The Declarant of the Management Committee of CP7 and CP9 may establish a condominium declaration to provide for certain covenants, conditions, servitudes, and restrictions applicable to such condominium regime.

Dwellings in this neighborhood may not be leased or rented for less than six months.

(h) **Blood River Lots.** This neighborhood shall consist of Lots 546-602. The Blood River lots are designated as Single Family residential lots for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on these lots other than a raised family style dwelling. The elevation of the ground floor slab must meet the FEMA regulation of 10 feet above sea level. The house must be raised 10 feet from the slab to the bottom floor joist and 11 feet from the finished floor of living space. The slab will be on grade. These lots shall have a minimum square footage of 1,800 square feet and a maximum of 3,500 square feet of living area. Set backs on each lot will be 25 feet on the road side, 10 feet on the river side and 5 feet on the sides. The ground floor level is to be used for car storage. Screened in porches, bathrooms, storage space and boat slips are allowed on the first floor. The ground floor should be neat and clean. All personal belongings (BBQ pits, fishing poles, lawn mowers, etc.) are to be kept in storage and out of sight when not in use.

**Sewage:** Grinder pumps will be required for each lot. These will be available for purchase through MODAD and will become the owner's responsibility. These should be installed on the same side of the dwelling as the A/C unit.

Individual boat slips will be allowed. The house may be used to cover the boat slip. Detached covered boat slips will not be allowed.

The preferred style of home will be raised Louisiana style with porches and decks. Roofing material will be architectural galvanized metal roofing. Tin or corrugated tin will not be allowed. All roofing will be the same color which will be determined by the ARB. Preferred exterior finishes will be stucco, wood or hardiplank. Colors are to be natural to nature, such as green, taupe, cream, brown, etc. Vinyl siding is not allowed. The underside ceiling of the ground floor level is to be enclosed using the same building materials as on the house and enclosed to hide plumbing, insulation, wiring, etc. Exterior pilings are to be enclosed using the same building materials as on the house. Bulkheads are required on all navigable waterways in Carter Plantation.

Dwellings in this neighborhood may not be leased or rented for less than six months. All other usual restrictions for Carter Plantation will apply to this neighborhood.

(i). **Carter Cove Neighborhood.** This neighborhood shall consist of Lots CC1-CC40 in the Traditional neighborhood and Lots CCM 1-CCM61 in the Townhome Neighborhood. The Traditional home Lots are for residential purpose only. No Structure shall be erected, altered, placed or permitted to remain on these Lots other than one detached single family dwelling with garage facilities. These lots shall have a minimum square footage of 1,800 square feet and a maximum square footage of 6,000 square feet of living space. The manual shall set forth the minimum setback restrictions for Lots in the neighborhood.

**Sewage:** Grinder pumps will be required for each lot. These will be available for purchase through MODAD and will become the owner's responsibility. These should be installed on the same side of the dwelling as the A/C unit.

Dwellings in this neighborhood may not be leased or rented for less than six months. All other usual restrictions for Carter Plantation will apply to this neighborhood.

j) **Lake Simeon North.** This neighborhood shall consist of Lots 311-380. These lots are designated as estate-sized single family residential lots for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on these lots other than one detached single-family dwelling with garage facilities and other outbuildings incident to the residential use of the lots. These lots have a minimum of 2,000 square feet and a maximum of 8,000 square feet of living area. The manual shall set forth the minimum setback restrictions for lots in this neighborhood.

**Sewage:** Grinder pumps will be required for each lot. These will be available for purchase through MODAD and will become the owner's responsibility. These should be installed on the same side of the dwelling as the A/C unit.

Dwellings in this neighborhood may not be leased or rented for less than six months.

The management committee of this neighborhood may establish a security gate for private entrance into the neighborhood under such rules as may be established by the committee.

Bulkheads are required on all navigable waterways in Carter Plantation.

Boat-slips and docks will be allowed on Lots 363-380 with the prior approval of the ARB. Boat-slips and docks will be within the property lines of the lot. No covered boat-slips, boat-houses or docks are allowed on Lake Simeon North.

Boat-slips for owners in the neighborhood are available for rent. These slips are intended for lot owners who are landlocked in this neighborhood. These will be available on a first come basis. The management or association will and maintain these slips.

(k) **Signature Oaks** – This neighborhood shall consist of Lots 1-45 along Panther Road are known as High Density Residential Area for residential purposes. These dwellings will contain a minimum of 1,800 square feet. The manual shall set forth the minimum setback restrictions for this section of the neighborhood.

The Declarant of the Management Committee of Signature Oaks may establish a condominium declaration to provide for certain covenants, conditions, servitudes, and restrictions applicable to such condominium regime.

Dwellings in this neighborhood may not be leased or rented for less than six months. All other usual restrictions for Carter Plantation will apply to this neighborhood.

## GOLF COURSE COVENANTS AND RESTRICTIONS

11.01 Easements in Favor of Golf Course. Every Owner acknowledges by acceptance of a deed, that the Owner has independently inspected the Plat and has determined the location and configuration of his or her Unit relative to the Golf Course and has considered the risk of intrusion of golf balls, golf clubs or parts thereof, golfers, and/or over spray from the Golf Course and has taken title to the Lot based on his independent investigation and analysis.

(a) Every Lot and Common Area is burdened with an easement permitting the flight of golf balls through the air over each Lot and permitting golf balls unintentionally to come upon such Common Area and Lot and for registered golfers and their caddies at reasonable times and in a reasonable manner to come upon the Common Area, or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. Under no circumstances shall the Declarant or the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

(b) The Lots immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for unintentional over spray of lawfully permitted herbicides, fungicides, pesticides, and fertilizers and water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

(c) The owner of the Golf Course, its respective agents, successors and assigns, shall have a perpetual, exclusive easement of Access over the Lots for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from the Golf Course.

(d) The owner of the Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, agents, contractors, designees and authorized users of the Golf Course, shall at all times have a right and non-exclusive easement of access and use over the Property as is reasonably necessary for the construction, operation, maintenance, repair and replacement of the Golf Course and over all roadways located or to be located within the Property. Without limiting the generality of the foregoing, the Golf Course and patrons of the Golf Course shall have the right to park their vehicles on the roadways located within the Neighborhoods at reasonable times before, during and after golf tournaments and other similar functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate such vehicles.

(e) The owner of the Golf Course, its respective agents, successors and assigns, shall have a perpetual non-exclusive easement, to the extent reasonably necessary, over the Lots and Common Areas, for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course.

(f) The owner of the Golf Course, its respective agents, successors and assigns shall have the right and servitude (but not the obligation) to enter upon any Common Areas or unimproved portions of Lots which are located within fifteen (15') feet from the water's edge of any lake or pond, or other body of water located on the Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

(g) The owner of the Golf Course, its respective agents, successors and assigns shall have the non-exclusive right and servitude over and across the Common Areas, and the portions of the Lots which are contiguous to the fairways and greens of the Golf Course. The reserved right and servitude shall permit, but not obligate, the Golf

Course owner, 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 of lawfully permitted herbicides, fungicides, pesticides, and fertilizers, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2") in diameter. The area encumbered by this servitude shall be limited to the Common Areas and the portion of the Lots within the Golf setback as set forth in Article X 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 subjected to this servitude only until the landscaping plan for such Lot has been approved and implemented pursuant to this Declaration.

(h) No solid line of fence, wall, building or shrubbery will be permitted within the Common Areas or the Lots as set forth in Article X. There is hereby reserved over and across the Common Areas and the portion of those Lots within the Golf setback as set forth in Article X, the right and servitude of light, air, and view for the benefit of the adjacent Golf Course.

(i) 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. 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 interference with play.

(j) The owner of the Golf Course, its respective agents, successors and assigns, shall have a perpetual, non-exclusive easement to the extent reasonably necessary, over the Property for the installation, maintenance, repair, replacement and monitoring of utility lines, wires, drainage pipelines and pipelines serving all or portions of the Golf Course.

(k) The Property, including the Common Areas and Lots abutting the Golf Course, are hereby burdened with easements in favor of the Golf Course for natural drainage of storm water runoff from the Golf Course.

(l) The Property is hereby burdened with easements in favor of the Golf Course for golf cart paths serving the Golf Course. Under no circumstances shall the Association or the owner of the Golf Course, or their respective agents, successors, or assigns, be held liable for any damage or injury resulting from the exercise of this easement.

(m) The owner of the Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course, shall at all times have a right and non-exclusive easement of access and use over the pedestrian and golf cart paths, if any, located within the Property as reasonably necessary for the use and enjoyment of the Golf Course.

(n) Owners may be eligible to use a private golf cart on the Carter Plantation Golf Course in accordance with rules promulgated by the Association and by the owners of the Golf Course.

11.02 No Rights to Golf Course. The ownership of a Lot does not confer any ownership in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Golf Course. The ownership, operation or configuration of the Golf Course may change at any time and from time to time for any reasons, and the consent of any Lot Owner shall not be required for the Golf Course owner to effect such change.

11.03 Golf Course Modifications/Uses. By accepting a title to a Lot, the Owner understands and agrees that:

(a) The Declarant, the Association, and the Golf Course owner do not guarantee or represent that any view over

and across the Golf Course from Lots will be preserved without impairment. The Golf Course owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in his sole discretion, to add trees or other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens of the Golf Course from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(b) The Pavilion, parking lot, and other related facilities may have exterior lighting and amplified exterior sound, and may be regularly used for entertainment and social events on various days of the week, including weekends, and holidays, and during various times of the day, including early morning and late evening hours.

(c) Golf-course related activities, including without limitation, regular course play may be allowed up to seven days a week, and golf tournaments open to the public at large may be conducted at any time during the year.

(d) The Golf Course is open to the public and large numbers of people may be entering, exiting and using the golf course on various days of the week, including weekends, and holidays, and during various times of the day, including early morning and late evening hours.

(e) The operation and maintenance of the Golf Course may require that maintenance personnel and other workers will commence work relating to the operation and maintenance of the same in early morning hours, on a daily basis, and that the operation, maintenance and use of the Golf Course and recreational facilities shall entail the operation and use of noisy power equipment and vehicles.

## **INDEMNITY**

12.01 Indemnity. By accepting a title to a Lot, each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their respective agents, shareholders, members, partners, agents, officers, directors, employees, contractors, invitees, successors and assigns of, from and against any and all losses, damages, costs or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by any of the Owners, their family members, or Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance and operation of the Development, the Golf Course, the lakes, and recreational facilities or any of the activities, occurrences, conditions, state of facts, events or situations related thereto.