

ACT OF AMENDED AND RESTATED RESTRICTIONS
FOUNTAIN HILL SUBDIVISION, FIRST FILING

NOTE: Changes to paragraph #1 as a result of Restrictions Amendment dated February 9, 2009, recorded as Instrument 726785, official records of Ascension Parish, Louisiana are incorporated herein for ease of reference and marked in *italics*.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, as Notary Public in and for Parish of East Baton Rouge, State of Louisiana, duly commissioned, qualified and residing in said Parish and State, personally came and appeared:

FOUNTAIN HILL DEVELOPMENT, L.L.C., a Louisiana Corporation domiciled in East Baton Rouge Parish, and doing business in Ascension Parish, herein represented by Kevin K. Nguyen, its duly authorized representative (hereinafter "Developer"),

who declares that Developer has heretofore established and was once the owner of all lots and parcels of ground and now the owner of a majority thereof, being Lots Numbered 1 through 46 comprising Fountain Hill Subdivision, First Filing, which is shown and set out on a map prepared by SJB Group Incorporated, entitled "Final Plat of Fountain Hill Subdivision, First Filing, Being a portion of the original Samuel Kleinpeter Estate, Located in Section 14, T8S – R2E, Ascension Parish, South Eastern Land District, Louisiana for Fountain Hill Development, LLC, dated March 29, 2000, said map being recorded in the conveyance records of Ascension Parish, State of Louisiana, to establish, and Developer has heretofore established, certain building restrictions and conditions recorded in the official records of Ascension Parish, Louisiana at COB 638 Page 084 thereof for the benefit of said property and properties shown on the Exhibit "A" attached hereto and to the original restrictions at COB 638 Page 084 and comprising the subdivision known as Fountain Hill Subdivision, First Filing and any subsequent filings of Fountain Hill Subdivision to be built on the property described on Exhibit "A-1" attached hereto and to the original restrictions recorded at COB 638 Page 084. The Developer contemplates that in connection with subsequent filings the property shown in Exhibit "A-1" attached hereto and to the original restrictions recorded at COB 638 Page 084 that amenities and common area may be present, including such amenities as a swimming pool clubhouse, lake(s) and berms. The lot owners of Fountain Hill Subdivision, First Filing shall be entitled to the same benefits but subject to the same restrictions as found in the subsequent filing(s) just as the lot owners in the subsequent filing(s) shall be entitled to the benefits, common areas and restrictions as set forth herein so that all filings of the subdivision will be a consistent planned development once complete. These restrictions as amended herein by the Developer are intended to be binding upon and enforceable by the present and future owners of said property and properties, or any part thereof, it being the intention of Developer to establish these restrictions and conditions as amended by the Developer as servitudes and covenants running with the land.

The Developer desires to amend the building restrictions and conditions set out in the "ACT OF RESTRICTIONS FOUNTAIN HILL SUBDIVISION, FIRST FILING" recorded at COB 638 Page 084, official records of Ascension Parish, Louisiana in accordance with the right vested in the Developer by operation of law or as found in the original restrictions recorded at COB 638 Page 084, official records of Ascension Parish, Louisiana, including, without limitation, the paragraphs 37, 50 and 54 thereof, by (1) deleting paragraphs 4, 39 and 48 thereof and (2) amending paragraphs 1, 5, 6, 7, 12, 13, 17, 19, 20, 24, 27, 28, 31, 32, 33, and 38, thereof and renumbering and restating the said amended but retained paragraphs respectively as paragraphs 1, 4, 5, 6, 11, 12, 16, 18, 19, 23, 26, 27, 30, 31, 32, and 37 shown below, and (3) renumbering and restating the numbered paragraphs of the restrictions as shown below, but otherwise leaving in effect the original restrictions as set forth in COB 638 Page 084, official records of Ascension Parish, Louisiana, unless modified herein, said amended and renumbered paragraphs to now read as follows:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to *residential use only for a single Owner occupied Family, defined as follows:*

"Owner" is defined as the title owner, according to the public records of the Parish of Ascension, of the particular lot or residence who resides and lives in the premises on the lot and who constitutes the "head of household" for the family residing therein.

"Family" is defined as the persons who are related by blood, marriage, adoption or other legal means, who live in the residence under "one head of household". The "one head of household" shall be an "owner" of the lot or lot and residence. A married couple shall constitute "one head of household" for purpose of the definition of Family. Siblings or

other collaterals shall constitute families equal to the number of siblings or collaterals and shall not constitute a single family. No more than two legally unrelated adult individuals may occupy the residence, one of which shall be the owner of the lot or residence and shall constitute the "head of household" and the other adult individual shall not be paying for the use of the residence. No more than two persons per bedroom sleeping space shall occupy the residence.

No Building shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single-family dwelling not to exceed two and one half (2 ½) Stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles. All driveways must be completed upon completion of the house and must be constructed of at least four (4) inches of concrete. Placement of Driveways and sidewalks are to be approved by the Architectural Control Committee. It shall be the responsibility of the lot owner to build and install at the said lot owner's expense the sidewalks running adjacent to the lot owner's lot prior to completion of construction of the residence on the lot. The sidewalk shall have the following minimum construction specifications: 42" wide x 4" deep and length from property line to property line and will tie in to any existing, adjacent sidewalk. The concrete shall have a smooth finish (no exposed aggregate) with metal key way expansion joints. After completion of construction of the sidewalk initially, the future maintenance and repair of the sidewalk shall be the responsibility of the lot owner.

2. Fountain Hill Subdivision, First Filing, will be served by underground electric distribution system, except where an overhead electric distribution system is previously existing. However, all electric service to each residence must be underground.

3. Fountain Hill Subdivision, First Filing, will be served by a community sewer system, in accordance with Parish and State regulations. No private sewer system will be permitted on any lot.

4. Water may be made available to each lot owner by arrangements with Ascension Water Company or such other entity providing water service to Fountain Hill Subdivision in accordance with its rates and requirements of the Ascension Parish Health Unit and the State Board of Health. No private water well will be permitted on any lot.

5. Gas service may be made available to each lot owner desiring gas service by arrangements with Louisiana Gas Company or such other entity providing gas service to Fountain Hill Subdivision in accordance with its rates and requirements of the Ascension Parish Health Unit and the State Board of Health.

6. No building shall be erected, placed or altered, on any lot until a complete set of construction plans, specifications with all exterior color selections (examples must be provided), and a plot plan showing the location of the structure to be so erected placed, or altered has been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. All buildings must consist of at least eighty (80%) percent Masonry material such as Stucco and/or Brick. No imitation stone or imitation brick will be allowed. Only old brick is allowed. No new brick is allowed unless approved by the Architectural Control Committee in the sole discretion of the Committee for the reason that the supply of old brick is inadequate. All windows and doors facing the front must be wood or wood clad with vinyl or metal which must be approved by the Architectural Control Committee. The Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials which it may deem desirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.

7. The minimum roof pitch shall be seven (7) feet vertically for every twelve (12) feet horizontally (7/12), unless otherwise approved by the Architectural Control Committee. All shingles will be minimum twenty five (25) year warranty laminated (Architectural) shingles.

8. There shall be a minimum of Two Thousand (2,000) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports, or storage areas attached to the garage or carport. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of One Thousand (1,000) square feet of enclosed living area is required on the ground floor.

9. All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9) feet High, unless otherwise approved by the Architectural Control Committee.

10. Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps with matching color schemes. Galvanized or Silver will not be allowed for chimney caps or drip edges. All roof vents should be to the rear of the house and painted.

11. Landscaping shall be installed within forty-five (45) days of completion of the residence. Landscape plans must be submitted to the Architectural Control Committee for approval before the black-in stage of construction. The minimum landscape criteria is shown on the attached "Annex 1". Two Hundred (200) square feet of bedding must face the road. Corner lots must be bedded on all sides that front a road. The front yard and rear yard of any lake lots must be completely sodded with Grade "A" Centipede only, which the Architectural Control Committee may cause such work to be preformed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the lot owner. Mailboxes shall be provided at the owner's expense and shall conform to the criteria for mailbox and post shown attached to the original restrictions recorded at COB 638 Page 084 and as attached hereto as "Annex 3".

12. No building shall be located on any lot nearer to the front property line than the building line shown on the Final Plat described above, nor nearer to the side property lines than five (5) feet, nor nearer the rear property line than fifteen (15) feet. The Architectural Control Committee shall have the authority to vary the front, side, or rear building lines requirements in cases where in its opinion, topographical features warrant such a variance or where lack of such variance would cause the destruction of one or more desirable trees, except that in no instance may the front, side, or rear building lines requirements be less restrictive than required by the zoning ordinance for the Parish of Ascension, State of Louisiana. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings shall not be erected closer to any sideline than ten (10) feet nor nearer than fifteen (15) feet to the rear lot line. Lake Lot's rear building lines must be approved separately by the Architectural Control Committee.

13. Cutting down or removal of any tree or trees over eight inches (8") in diameter, from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the Architectural Control Committee. Placement of any object on any tree or trees is prohibited.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Final Plat.

15. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to one's neighbor or the neighborhood. What may be an activity that is offensive, noxious, annoying or a nuisance shall be in the sole discretion of the Architectural Control Committee.

16. These covenants prohibit the resubdivision of the lots from any dimensions other than those shown on the official recorded Final Plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the Architectural Control Committee.

17. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets are permitted, provided that they are not kept, bred or maintained for commercial purpose or in such numbers or condition as may be offensive to other property owners in the subdivision in the sole discretion of the Architectural Control Committee and further provided that they are kept confined or on a leash controlled by the owner if outdoors or within the subdivision.

18. No fence shall be erected on said lot beyond the front wall of the improvements and all fencing material must be wood, wrought iron, brick or stucco, unless otherwise approved by the Architectural Control Committee who shall have the sole discretion in approving all fencing as to style, height, fencing material, gates, poles and the placement of the fence. Solid fences shall not be erected on rear yards of lake lots beyond the fifteen (15) foot set back in any manner which obscure the view of the lake as determined in the sole discretion of the Architectural Control Committee. Metal poles on wooden fences shall not be visible except to the lot owner who installed the fence.

19. Construction of a prospective residence, building, or structure must commence within six (6) months after approval by the Architectural Control Committee, and be pursued diligently thereafter. Failure to commence construction within six (6) months from approval of the construction plans, etc. by the Architectural Control Committee shall result in the automatic withdrawal of approval by the Architectural Control Committee. Once timely construction commences, the owner must complete construction within twelve (12) months. As a condition for final plan approval, the owner must deposit with the Architectural Control Committee a construction deposit of \$1,000. The construction deposit can and will be used by the Committee in accordance with the criteria shown on the attached "Annex 2". The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or not be completed for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the Architectural Control Committee in proportion to the delay caused by the event.

20. No structure of a temporary character, trailer, basement, tent shack, garage, barn, garage apartment or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the Architectural Control Committee. Any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on the location approved by the Architectural Control Committee. For developmental purposes of Fountain Hill Subdivision, First Filing, including development of future filings and Sale of lots, Developer is allowed to place a temporary office or sales tent on the property.

21. Fountain Hill Development, L.L.C., reserves the "First Right of Refusal" on any unimproved lot to be resold by the lot owner within one year of the initial date of sale by the Developer at the purchase price from the Developer.

22. All lots must be maintained by the lot owner at all times before, during and after construction. In the event the lots are left unmanaged and become noxious to other lot owners or potential lot owners. If necessary, in the sole discretion of the Architectural Control Committee, the Architectural Control Committee will maintain or manage the lot and bill the lot owner for the cost thereof as determined by the Architectural Control Committee. Whether a lot is adequately maintained or maintained or has become noxious is within the sole discretion of the Architectural Control Committee.

23. No outside lines, outside television antennas, satellite dishes, above ground improvements, including without limitation, basketball goals, swing sets, children play houses, or hanging devices shall be allowed without the prior written consent of the Architectural Control Committee. Exterior site lighting and security lighting shall not infringe on adjacent neighbors. Outside music shall not be played so loudly that it is considered a nuisance to neighbors in the sole discretion of the Architectural Control Committee.

24. The Architectural Control Committee must approve exterior paint and trim or alterations thereof with regard to any building or improvements. The Architectural Control Committee reserves the right to approve decorations and lighting of any building or improvement, even if approval from the Architectural Control Committee is not sought in advance of the placement of decorations and lighting by the lot owner.

25. The Architectural Control Committee initially shall be composed of Fountain Hill Development L.L.C. The committee may designate one or more representatives to act for it in its capacity. Fountain Hill Development, L.L.C. or its designated representative(s) shall be the Architectural Control Committee until such time as Fountain Hill Development, L.L.C. shall release this right to the Fountain Hill Subdivision Homeowners Association. Thereafter, the Fountain Hill Subdivision Homeowners Association shall have the exclusive right to appoint the Architectural Control Committee including the right to determine the number of members of the committee and their qualifications. The Architectural Control Committee shall serve without pay and shall review all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the Architectural Control Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final, binding and nonappealable.

26. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall commence until the plans and other documentation set forth herein have been approved in writing by the said Committee or its representative. A complete set of construction plans, specifications with all exterior color selections (examples must be provided), a material list and plot plan shall be submitted to the Architectural Control Committee for approval prior to the commencement of construction and will be retained on file by the Committee. In the event the Committee, or its representative fails to deliver a written approval or disapproval to the lot owner or his designee, within thirty (30) days after the plans and specifications, etc. have been submitted, as aforesaid, approval will not be required and the related covenants shall be deemed to have been fully complied with. To begin tolling the 30 day period for approval or disapproval, the lot owner or his designee must have submitted plans and specifications, etc. as aforesaid, in the entirety and received a receipt from the Architectural Control Committee on a form provided by the Architectural Control Committee that all submission requirements have been met. The decision of the Architectural Control Committee as the approval or disapproval of plans and specifications, etc. as aforesaid shall be final and non-appealable.

27. All residences built on the lots which comprise Fountain Hill Subdivision, First Filing shall face an approved street. No garage shall open to any street on which the residence faces. All garages must have a garage door approved by the Architectural Control Committee. A side loading garage may be constructed on the front one-half (1/2) of the lot with an approved garage door. No garage will be allowed to face a street except on corner lots.

28. No garage apartment shall be erected or permitted on any lot.

29. All mailboxes and supports thereof shall be purchased by the lot owner and have the style, shape and color in accordance with "Exhibit B".

30. Only one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by the builder or real estate broker to advertise the property during construction or sales period. However, this limitation shall not apply to the Developer of the subdivision during the course of its initial development or the development of subsequent filings of the subdivision.

31. No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. This restriction also applies to the construction period. Lots are to be cleaned on a periodic basis no less than weekly during the construction period, or the Architectural Control Committee will clean the lot and builder/owner will be billed. In the event that an owner fails to discharge these obligations within 48 hours of written notice if the violation seems from a failure to clean the lot during construction but otherwise after ten (10) days written notice, the Architectural Control Committee, or its representatives, may, at its discretion, cause the lot to be mowed, cleaned or maintained and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand in accordance with paragraph (34) herein. The dollar amount charged to the lot owner to mow, clean or maintain a lot is in the sole discretion of the Architectural Control Committee.

32. Each lot owner shall automatically become a member of the Fountain Hill Subdivision Homeowners Association. The Fountain Hill Subdivision Homeowners Association may enforce the subdivision restrictions and the restrictions for other filings, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, common areas, lakes and ponds. The Homeowners Association will collect yearly dues as fixed by the Board of Directors, which dues shall be payable in advance for one year and shall be pro rated at the time of acquisition. Until the Board of Directors sets a different amount, the yearly dues shall be \$300.00 a year, payable by January 15 of each calendar year by the then owner of the lot. Developer shall be a member of the Homeowners Association and shall have one vote per lot owned. However, Developer shall be specifically exempted from payment of all dues and assessments pertaining to the lots owned by it. Furthermore, the powers and rights of the Homeowners Association shall remain vested in the Developer until such powers and rights are released to the Homeowners Association.

33. In the event of any violation of the restrictions contained herein, the Developer, Architectural Control Committee and/or the Association its successors, assigns and agents shall have the right to enforce these restrictions and go upon the property, cause the lot to be cleared and mowed, and have the grass, weeds and vegetation cut, when and as often as may be necessary in the Developer and/or Association's judgment to keep the lot in the condition required by these restrictions. The Association shall have the right to go upon the property, whether or not the improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery, or to do anything necessary to maintain aesthetic standards of Fountain Hill Subdivision, First Filing, for the benefit of other lot owners. In any such event, the lot owner shall be obligated to pay or reimburse the Association or Developer, its successors, assigns and agents for the cost or expense of such work, together with reasonable cost of collection and reasonable attorney's fees in the event it shall be necessary for the matter to be turned over to an attorney at law for collection. The cost of any such work, together with reasonable costs of collection, costs of preparing and filing the lien, and reasonable attorney's fees, shall constitute a lien upon the lot involved, which lien shall be enforceable as hereinafter provided, or in any other manner provided by law. Any representative of the Developer and/or Association can perfect such lien against the property by delivering to the owner, personally or by certified mail of same a sworn detailed statement of the claim, and shall record a sworn statement showing the total amount of the claim in the office of the Clerk of Court or Recorder of Mortgages for the Parish of Ascension, which delivery and recordation shall be made no later than one (1) year after completion of the work, clearing, cleaning, mowing or such event or events giving rise to the claim. The lien so perfected shall preserve the privilege against the lot for a period of five (5) years from the date of its recordation and may be enforced by a civil action in any court of competent jurisdiction initiated within the given (5) year period. At the expiration of five (5) years the privilege preserved shall preempt unless a notice of filing of suit on the lien has been recorded. Such notice of filing suit shall preserve the privilege until the court in which suit is filed shall order the cancellation of the inscription of the lien and the notice of filing suit upon the lien, or until the claimant authorizes the Clerk of Court or Recorder of Mortgages to cancel such inscription. Any charge, penalty, assessment or lien provided for herein shall bear legal interest from the date of the certified letter to the lot owner until paid. Sale or transfer of any lot shall not affect any lien for delinquent maintenance. No sale or transfer shall relieve such lot owner individually from liability for any amount due for maintenance deficiencies filed of record as lien and the property subject to lien shall remain encumbered thereby.

34. No boats, vehicles, campers, buses, recreational vehicles or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the front wall of the improvements or be visible from the rear or lake side of any lake lots or be left on or about any lot uncovered and in no

event shall the same be kept stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision, without approval from the Architectural Control Committee, having sole discretion in connection therewith.

35. 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 residence of other building thereon.

36. The developer shall convey to Fountain Hill Subdivision Homeowner's Association, Inc., certain common area (for use by the association for the maintenance and use of a swimming pool, clubhouse, parking lot, landscape areas, fountain, park and other common property for recreational use). The Association may borrow money from a bank to provide funds for the maintenance thereof who shall have the responsibility to repay any such promissory note or notes at such bank. It shall be the responsibility of the Association to maintain, insure with at least \$1,000,000.00 of liability insurance, make rules for the use of and supervise the use of the swimming pool, clubhouse, lakes, fountain, parking lot and other facilities on such common areas the Association will own. By purchase of a lot in the subdivision, each owner is deemed to have released and held harmless the developer, and Association officers and Board of Directors for any liability for the construction, condition, maintenance and use of the lakes, fountain, clubhouse, swimming pool, parking lot and other improvements on the common areas, including any personal injury or death of persons that use, maintain or are otherwise on or in the common areas and the facilities thereof. The Board of Directors of the Association shall establish rules and regulations for the use of the swimming pool, parking lot, clubhouse, lakes, parks and other common area, which rules and regulations must be adhered to by the owners and their invitees and which rules and regulations may be amended and changed from time to time by the Board of Directors of the Association. The power and authority to make rules and regulations for the use and enjoyment of the common area shall remain with the developer until the developer turns this power over to the Association or until ninety five percent of the lots in the first and any future filings of Fountain Hill Subdivision have been sold by the developer.

37. No boat, water vehicle or other water conveyance, shall be allowed on the lakes. No swimming shall be allowed in the lakes. No decks, piers or other structures shall be allowed in the lakes or on any common area (including any lot servitude area), except for any common structures constructed by the Association which have been approved by the Architectural Control Committee or Board of Directors of the Association. No boats, water vehicles, other water conveyance, or other floating devices shall be allowed to be kept or stored on the lot servitude areas or common areas. Neither the developer, Association or Architectural Control Committee is responsible for any injury incurred by anyone using the lakes, common areas, clubhouse, parking lot, fountain or pool of the subdivision. Except for access by a lot on or across the lot servitude area immediately adjacent to his lot, any access to any lake in the subdivision shall only be across common areas other than the lot servitude areas.

38. The Architectural Control Committee shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the property and to prohibit the builder or construction tradesman from working on any project in the subdivision or on any lot. The decision as to suitability of any builder or construction tradesmen is in the sole discretion of the Architectural Control Committee. This power applies to any builder or construction tradesman who is seeking to build/work in the subdivision or who have attempted to build/work in the subdivision who have failed to conduct themselves in a suitable manner in the sole discretion of the Architectural Control Committee.

39. Fountain Hill Subdivision Homeowner's Association, Inc. (the "Association") is a Louisiana corporation formed under the Louisiana Non-Profit Corporation Act. The Association shall have the duties, powers and rights set forth in this declaration, the articles of incorporation and if adopted, the bylaws. There shall be only one association that shall have jurisdiction over the property and all additions thereto. The rights and powers of the Association shall be retained by the developer until the developer in its sole discretion relinquishes those rights and powers to the Association or until ninety-five percent of all lots in the first and any future filings of Fountain Hill Subdivision have been sold by the developer.

- a. The affairs of the Association shall be managed by a Board of Directors. The numbers, term, election and qualification of the members of the Board of Directors shall be fixed in the articles of incorporation and/or the by-laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or other committees, to tribunals, to managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any due authorized executive committee, officer, manager, agent or employee without a vote of owners, except as otherwise specifically provided in this declaration.
- b. The owners of a lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the owner's ownership of the lot, there being one membership in the Association for each lot. The membership shall automatically pass with the ownership of the lot. Persons may hold separate memberships in

the Association by virtue of their ownership of separate lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a lot.

- c. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any owner, but in no event shall more than one vote be cast for each lot. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as those owners of such lot themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the vote associated with such lot shall be suspended in the event more than one person seeks to exercise it. The voting weight associated to each lot shall be equal and each lot shall have one vote.
- d. The Association has been formed to further the common interest of the owners. The Association, acting through the Board of Directors or through persons or managers to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the owners, to maintain, improve and enhance the common areas. Among other things, it will be the responsibility of the Association (through its Board of Directors) to: (1) elect officers to conduct the affairs of the Association, (2) enforce all covenants and restrictions herein contained, (3) serve and represent the owners in any public matter or hearing affecting the subdivision, (4) maintain any landscaping or other structures at the subdivision entrance and all common areas throughout the subdivision, including landscape areas, berms, all landscaping around the clubhouse and pool and park areas, (5) maintain the grounds (including cutting the grass) on all park and common areas, (6) maintain (and replace the equipment of facilities of, when needed), supervise, insure with liability insurance, make rules for and monitor the use of the swimming pool, fountains, parking lots, park areas, lakes, park areas, all common areas, any access gate and facilities the association may build to limit access to the streets of the subdivision, (7) pay the promissory notes at any bank on which the association is indebted, (8) maintain the lakes and the banks thereof in a neat and attractive manner, (9) keep the fountains at the entrance and in the lakes and landscape areas in good working order and replace the same when required, (10) maintain irrigation systems and lighting systems through the subdivision and if a water well is used by the subdivision for irrigation, or filling the lake then the maintenance thereof when necessary, (11) paint, reseal, maintain and replace when required all subdivision amenities, (12) act in any other capacity or matter in which the majority in which the Board of Directors so vote.

40. The Association shall accept title to any common area indicated as such on the final plat subject to the rights reserved elsewhere in this declaration.

41. The Association shall manage, operate, care for, maintain and repair the common area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the owners. The Association shall have title to the common area and no owner or any other person shall have the right to claim, own or partition any common area.

42. The Association shall adopt budgets and levy and collect assessments as required by the articles of incorporation or by-laws and otherwise in a manner consistent with the customs and practices of similar organizations.

43. The Association shall from time to time adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this declaration or any amended act, the operation of the Association, the use and enjoyment of common area, the lakes, park areas, fountains, pool, clubhouse and the use of lots. Any rules and regulations shall be reasonably and uniformly applied. Rules and regulations shall be effective only upon adoption of resolution of the Board of Directors. In the event of any conflict between the rules and regulations in this declaration, this declaration shall prevail. The Association shall have the power to enforce the provisions of this declaration and the rules and regulations and take such action as the Board of Directors deem necessary or desirable to cause compliance therewith by each owner.

44. The Association (through the Board of Directors) shall have the power to restrict access, ingress and egress of owners and invites to, from, between and on lots, common area and the rights of way subject to the rules and regulations.

45. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under common areas as may be reasonably necessary or useful for the proper maintenance of the common areas. The Association shall also have the power to enter into agreements for the construction and maintenance for drainage facilities over adjoining property to further the development of the property.

46. The Association shall have all the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Non-Profit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents, consultants, subject only to such limitations upon such powers as

may be set forth in this declaration, the articles of incorporation or the by-laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this declaration, the articles of incorporation, the by-laws or rules and regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the expressed powers or rights of the Association under this declaration, the articles of incorporation, the by-laws or the rules and regulations.

47. The developer shall have, and hereby retains and reserves certain rights set forth in this declaration with respect to the Association. The rights and reservations of the developer set forth in this declaration shall be deemed excepted and reserved in any such conveyance of property by developer to the Association and in each deed or other instrument by which any lot is conveyed by developer, whether or not specifically stated therein. The rights, reservations and servitudes of developer set forth in this declaration shall be prior or superior to any other provisions of this declaration and may not, without developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this declaration. Developer consent to any such amendment shall not be construed as consent to any other or subsequent amendment.

48. In the event of a violation of the restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to receive from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.

49. The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

50. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in force and effect.

51. The Developer retains the right to modify or change the preceding or any forthcoming restriction as it deems necessary until 95% of all lots in the First and any future filings of Fountain Hill Subdivision constructed on the property described on the attached Exhibit "A-1" have been sold by the Developer or the Developer transfers its rights under this declaration to the Association.

52. The Developer reserves all of the oil, gas and other fugacious minerals on and under the common areas, streets and servitudes as shown in the official subdivision plot of the First Filing as referred to above but waives and relinquishes any surface rights connected therewith.

THUS DONE AND SIGNED by the Appearers at my office in Baton Rouge, Louisiana on July 10, 2001 in the presence of me, Notary, and the following witnesses who have signed in the presence of the Appearers and me, Notary.

FOUNTAIN HILL DEVELOPMENT, L.L.C.

/signed/
By: Kevin K. Nguyen