

Summary of the Restrictions Governing The Settlement at Willow Grove

Owners are subject to a series of restrictions governing the use and construction of improvements on property within The Settlement at Willow Grove ("**The Settlement**"). While the Master Declaration for The Settlement covers all property within The Settlement, supplemental restrictions and design requirements also apply, based on the location of the property within The Settlement. Furthermore, all of the property within The Settlement is also subject to the PUD Approval Stipulations recorded with the Office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 487, Bundle 11689.

Residential Property within The Settlement includes single family residential lots and are Lots 16 through 96 inclusive, and Lots 103-158 inclusive. Residential Property is governed by the following restrictions:

- I. The Master Declaration of The Settlement at Willow Grove.
- II. The By-Laws of The Settlement at Willow Grove Property Owners' Association, Inc.
- III. The Design Code of The Settlement at Willow Grove.
- IV. The Landscape Code of The Settlement at Willow Grove.
- VII. The Supplemental Declaration of Covenants, Conditions and Restrictions of The Settlement at Willow Grove (Residential Property).

Townhouse Property includes the property within The Settlement which includes Townhouse Sites and the Townhouse Common Areas. Townhouse Property is governed by the following restrictions:

- I. The Master Declaration of The Settlement at Willow Grove.
- II. The By-Laws of The Settlement at Willow Grove Property Owners' Association, Inc.
- III. The Design Code of The Settlement at Willow Grove.
- IV. The Landscape Code of The Settlement at Willow Grove.
- VI. The Supplemental Declaration of Covenants, Conditions and Restrictions of The Settlement at Willow Grove (Townhouse Property).

The **Village Center** includes mixed use commercial, retail and residential space. Each building in the Village Center is subject to a condominium regime. The Village Center is governed by the following restrictions:

- I. The Master Declaration of The Settlement at Willow Grove.
- II. The By-Laws of The Settlement at Willow Grove Property Owners' Association, Inc.
- III. The Design Code of The Settlement at Willow Grove.
- IV. The Landscape Code of The Settlement at Willow Grove.
- V. The Supplemental Declaration of Covenants, Conditions and Restrictions of The Settlement at Willow Grove (Village Center).

The **Willow Grove Plantation Home**, located at the rear center portion of The Settlement and including its surrounding area, is owned by the Kleinpeter family and is not subject to these restrictions. The Willow Grove Plantation Home is subject to the PUD Approval Stipulations.

A general overview of restrictions governing persons who may own property, reside, work, shop or visit the various areas of The Settlement are explained below. This summary does not represent a complete description of the covenants, obligations and restrictions applicable to The Settlement. Owners are responsible for adhering to the Master Declaration as well as to any supplemental declaration applicable to them due to the nature of property owned.

Additionally, Owners, Members and/or individual Lots may be subject to **Assessments**, including a Common Assessment, a Special Assessment, a Reimbursement Assessment or any other Assessment levied under the Master Declaration or any Supplemental Declaration. A **Common Assessment** is one made to cover periodic costs of repair, replacement, improvements and maintenance of Common Areas throughout The Settlement. A **Special Assessment** is a charge against an Owner and that Owner's site representing a portion of the costs to the

Association for purposes including the funding of major capital repairs, maintenance, replacements and improvements. A **Reimbursement Assessment** is a charge against an Owner, Member or Related User of an Owner or Member relating to willful or negligent adherence to applicable governing restrictions. Assessments particular to the nature of the property are discussed herein accordingly.

All Owners of Property within The Settlement at Willow Grove should read the Master Declaration, the By-Laws, the Design Code, the Landscape Code, and the Supplemental Declarations applicable to their property.

**I. Summary of the
Master Declaration of The Settlement at Willow Grove**

Certain definitions used within and applying to property within The Settlement include:

"Declarant," which means The Settlement at Willow Grove Development Company LLC.

"Improvements" shall mean all structures and any appurtenances thereto of every type or kind including but not limited to, pools, patios, patio covers, awnings, painting or staining of any exterior surfaces of any visible structure, additions, walkways, bicycle trails, sprinkler systems or pipes, garages, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, exterior tanks, solar panels and equipment.

"Member" shall mean the Person, or if more than one (1), all Persons collectively, who constitute the Owner of a Residential Site, Townhouse Site or Condominium Site. There shall only be one (1) Member per Privately Owned Site. Voting rights of a Member are not uniform and are set forth in Section 4.4. Condominium Complex Tenants and Townhouse Tenants shall not be Members.

"Owner" shall mean the Person (including Declarant), or if more than one (1), all Persons collectively, who hold title of Record to a Privately Owned Site, including sellers under executory contracts of sale and excluding buyers thereunder.

"Privately Owned Sites" or **"Site"** shall interchangeably mean all (or any) lot or parcel of land within the Property which is shown upon any Recorded plat, map, or any other parcel of land which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land, including without limitation the Condominium Site (which shall constitute one Site), the Townhouse Site, the Sales Office, and the Residential Lots. A Supplemental Declaration may provide for the combining, or separation, of any Association Properties containing lots or parcels of land into one (1) or more Privately Owned Sites. "Privately Owned Site" or "Site" shall not include: (a) any property owned by a public body; or (b) the Association Properties owned in fee.

"Property" shall mean the property described on Exhibit "A", and includes without limitation, the Association Properties.

"Related User" shall mean any: (a) permitted guests and invitees of an Owner, Condominium Complex Tenant or Townhouse Tenant; and (b) occupants, tenants and contract purchasers residing in a Dwelling Unit of an Owner who claim by, through, or under such Owner.

"Voting Power" shall mean the percentage of the total vote in the Association to which a Member is entitled hereunder, as more fully described in Section 4.4.

General Prohibitions

Article 1 of the Master Declaration includes general restrictions on property within The Settlement.

Property within The Settlement cannot be used for mini-storage facilities, plumbing shops, truck terminals, or warehouse or other storage purposes (excluding those incidental to permitted uses). Radio, television, wireless and digital towers or transmitting/receiving devices or facilities are not allowed. Car wash facilities, dance halls, bars, lounges, motor vehicle sales or services, and mobile homes for residential or office uses are prohibited. Similarly, no loudspeakers or audio equipment that can be heard beyond the boundaries of one's property are permitted. Also prohibited within The Settlement are hospitals, group homes and development centers, hotel and motels, coin operating laundromats, parking garages, movie theaters, cemeteries, and schools (excluding limited day care).

General Restrictions Applicable to Property

Article IX of the Master Declaration details the use restrictions applicable to all of the Privately Owned Sites within The Settlement.

Property owners must manage and care for their property in a clean and safe condition. Partition of property is prohibited. Environmental laws must be complied with, and no hazardous substances or solid waste can be released or disposed of in the sewage and drainage infrastructures within The Settlement. Noxious, annoying or offensive activities are not permitted. Activities or Improvements which may be unsafe to a person or any property are not allowed.

Firearms cannot be discharged. Open fires are not allowed unless contained within a barbecue unit and tended to.

Unightly structures, facilities and equipment, including garden and maintenance, must be enclosed and hidden from view when not in actual use. Service pipes, wires, poles, antennae, and utility meters should also be kept enclosed, and maintained underground to the extent possible.

Owners must obtain consent from the Board of Directors in order to place any tent, shack or other temporary building or structure upon their property. Board approval is also required in order to install any cesspool, septic tank or other sewage disposal system aside from that installed by a sanitation agency. Permission is needed to install and maintain any individual water supply system for one's property.

If any improvement on one's property is damaged or destroyed, the owner must, within a reasonable time, restore the improvement to its original condition or a condition approved by the Board of Directors or, alternatively, owners can demolish the improvement and landscape the site.

Owners may only keep, raise, and breed, in limited number, domestic pets. All others animals are prohibited.

Vacant sites must be maintained and kept free of garbage, weeds, etc. by the owner. Approval is required in order to stockpile materials.

Construction Process

Article X of the Master Declaration details the guidelines which contractors are required to follow during construction within The Settlement.

If the Property Owners Association determines that any builder or construction tradesman is unsuitable, that person may be prohibited from working on property within The Settlement.

During construction, contractors must maintain jobsites in accordance with the Design Code and any applicable declarations.

Construction materials and trash on jobsites must be neatly stored. Waste must be regularly removed from jobsites, and general trash must be removed weekly.

Temporary toilet facilities are required for all jobsites, though multiple jobsites may share facilities if the owners agree.

Only pump trucks are allowed within the property. Concrete trucks can be washed only on the given site for which the concrete is required and used. No spillover to streets or other properties is allowed.

Contractors will be billed by the Association for any damages to streets, curbs, gutters, fences, etc. that require repair by the Association. Contractors must collect damage fees from sub-contractors as is necessary.

No more than 15' of a vacant neighboring site can be used by a contractor. Contractors must be granted use of neighboring sites and must contact the owner of the neighboring property prior to using that owner's site. Any damage caused to the neighboring site must be repaired before a final certificate of occupancy is issued.

Loud music, radios and noise are not allowed. Speakers cannot be mounted on vehicles or on jobsites.

Contractors must act reasonably to protect existing trees. Reference the Landscape Code for further detail.

II. Summary of the By-Laws of The Settlement at Willow Grove Property Owners' Association, Inc.

Membership in **The Settlement at Willow Grove Property Owners' Association, Inc.** (the "**POA**") is appurtenant to ownership of private property within The Settlement. The intent of the POA is to provide for the maintenance, control and preservation of The Settlement and to promote the health, safety and welfare of the Owners and Related Users of property within the development.

The following four Sub-Associations function as committees of the POA, helping the POA to carry out duties with regard to the properties associated with that Sub-Association: (a) Townhouse Sub-Association for the Townhouse Sites; (b) the Condominium Sub-Association for the Condominium Sites; (c) the Residential Sub-Association, or the Design Review Board, for the Residential Sites; (d) the Commercial Sub-Association for the Commercial Property. Each of the Sub-Associations has its own board of directors consisting of three (3) directors elected by the members of the particular Sub-Association.

The By-Laws of the POA set forth provisions on matters such as voting rights of Members of the POA; the composition, election, powers and duties of the Board of Directors of the POA; and the election and compensation of officers of the POA.

The voting rights of members of are allocated based on the **Voting Power**, as provided in Section 4.4 of the Master Declaration. If more than one person holds an interest in any Privately Owned Site, the vote for such site shall be exercised as determined between the owners of that site and as they advise the Secretary of the POA.

The affairs of the POA shall be governed by a **Board of Directors** (the "**Board**") of not less than three (3) nor more than five (5) directors. Directors will be elected annually, each for a one (1) year term, by the Members according to their Voting Power. Members have the right to elect one (1) at-large director and each of the four Sub-Associations will appoint one (1) representative from its board of directors to serve as a director of the POA.

The Board shall annually elect officers of the POA, including the president, vice president, secretary and treasurer. The Board also has the duty to determine and levy Assessments as described in the Master Declaration or any Supplemental Declaration.

Regarding the election of directors to the POA and other matters affecting the POA, a Member's Voting Power is as follows:

- a) The Declarant is a Class A Member of the POA, with all voting rights during the Appointment Period. As defined in Section 4.5 of the Master Declaration, the "Appointment Period" is the period of time commencing upon the Recordation of the Master Declaration and continuing until the earliest to occur of (i) all Residential Lots in the Residential Property have been sold; or (ii) the Declarant has unanimously voted to voluntarily relinquish its right to appoint three (3) Directors; or (iii) December 31, 2016.
- b) Every Owner of a single family residence is a Class B Member of the POA. Class B Members have one (1) vote per Privately Owned Site after expiration of the Appointment Period and are members of the **Residential Sub-Association**, or the **Design Review Board** (as defined in the Master Declaration).
- c) Every Owner of Townhouse Sites is a Class C Member of the Association. Class C Members have one (1) vote per vote per Privately Owned Site after expiration of the Appointment Period and are members of the **Townhouse Sub-Association** (as defined in the Master Declaration).
- d) Every Owner of Condominium Sites is a Class D Member of the POA. Class D Members have one (1) vote per Condominium Unit owned after expiration of the Appointment Period and are members of the **Condominium Sub-Association** (as defined in the Master Declaration).

- e) Every Owner of a Privately Owned Site that can be used as retail/office is a Class E Member of the POA. Class E Members have one (1) vote per 1,200 useable square feet after expiration of the Appointment Period and are members of the **Commercial Sub-Association** (as defined in the Master Declaration).

The powers and duties of the Board of Directors of the POA includes, but is not limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Association Properties and any other common area designated in any Supplemental Declaration
- (b) Determination of the amounts of funds required for operation, maintenance, and other affairs of the Association;
- (c) Collection of the Assessments and common charges from the Members;
- (d) Employment and dismissal of the personnel, as necessary, for the efficient maintenance and operation of the Association;
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation of the Association;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Obtaining insurance for the Association Property, pursuant to the provisions of the Master Declaration and these By-Laws;
- (h) Making of repairs, additions, and improvements to, or alterations of, the Association Property, in accordance with the provisions of the Master Declaration;
- (i) Entering into agreements to provide for the construction and maintenance of utilities and drainage facilities; and
- (j) Appointment and dismissal of members of the Design Review Board which shall be governed by the Residential Declaration.

III. Summary of the Design Code of The Settlement at Willow Grove

The Design Code sets forth restrictions regarding materials, building typologies (depending on which zone one's property is in), setbacks by Lot Number, configurations and techniques for virtually all aspects of one's property, such as building walls, chimneys, porches, stoops, decks, fences, driveways, garages, mailboxes, roofs, windows and doors. All constructions and Improvements on a Site must comply with the Design Code unless the Property Owners' Association grants a variance.

The Design Code supplements the Master Declaration and all other Supplemental Declarations applying to property within The Settlement at Willow Grove. In the event of a conflict between any of the noted declarations and the Design Code, the provisions of the recorded declarations prevail.

The Design Code should be referenced for architectural regulations and styles of property permissible within certain areas of The Settlement. The Design Code should also be consulted for the Design Process Checklist, the Design Review Policy, various appropriate forms, and an overview of the Design Review Procedure.

**IV. Summary of the
Landscape Code of The Settlement at Willow Grove**

The Landscape Code should be referenced by any Owner, or Contractor on behalf of an Owner, who is landscaping property within The Settlement at Willow Grove.

The Landscape Code for The Settlement at Willow Grove sets forth minimum requirements for the Owner/Contractor who is landscaping property. The Landscape Code addresses landscaping plans as well as recommended and restricted plants, which may vary depending on the location of one's property within the Village. The Landscape Code also describes the process an Owner and/or Contractor must go through to submit a landscape plan and review fee for approval.

**V. Summary of the
Supplemental Declaration of Covenants, Conditions and Restrictions of
The Settlement at Willow Grove (Village Center)**

The **Commercial Sub-Association** is the committee of the Property Owner's Association as elected by the Owners of Retail Units and Office Units pursuant to the Supplemental Declaration governing the Village Center. The **Condominium Sub-Association** is the committee of the Property Owner's Association as elected by the Owners of Residential Units pursuant to the Supplemental Declaration governing the Village Center.

The **Commercial Common Assessment** is the assessment calculated based upon the Commercial Budget which is assessed against the Owners of Retail Units and Office Units. The **Condo Common Assessment** is the assessment calculated based upon the Residential Budget which is assessed against the Owners of Residential Units.

Certain definitions used within and applying to property within the Village Center include:

"**Common Areas**" shall mean property subject to the Master Declaration which is designated as green space on the Final Plat and includes parking spaces, alleys and streets dedicated for public use.

"**Condo Declarations**" shall mean those certain Condominium Declarations dated _____, 2007 and recorded _____, 2007 with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, State of Louisiana at Original _____, Bundle _____.

"**Improvements**" shall mean all buildings or other structures and any appurtenances thereto of every type or kind built on the Village Center Property. Improvements shall include without limitation, walls, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

"**Residential Unit**" shall mean that allocated portion and space of an Improvement permitting A-1 through A-2.7, and A-4 zoning uses, as provided in the PUD Approval.

"**Retail Unit**" shall mean that allocated portion and space of an Improvement permitting retail uses as provided in the PUD Approval.

"**Site**" shall mean any portion of land within the Village Center Property upon which Improvements are or will be constructed and which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a separate lot or parcel on the Final Plat.

"**Unit**" means an individual Residential Unit, Retail Unit or Office Unit. "Units" refers to all three types of units, collectively. "Unit", with respect to calculating a Commercial Common Assessment due from an Owner of a Retail Unit or Office Unit means (a) 250 square feet in an Office Unit; and (b) 750 square feet in a Retail Unit.

General Restrictions Applicable to Units

Article 6 of the Supplemental Declaration for the Village Center details specific requirements and specifications applicable to Units within the Village Center.

Owners must submit two sets of plans, prepared by an approved designer, architect or draftsman, for construction, physical alteration (including removal of trees, fences, garden walls, street walls and street edges) or improvements to their property to the Condominium Sub-Association and the Commercial Sub-Association for approval. The procedure is outlined in Section 6.3 of the Supplemental Declaration for the Village Center. All improvements must comply with the Design Code, which provides information on building materials, typologies,

setbacks, heights, etc. Remodeling work or additions to be done to the exterior of a Residential Unit (including painting, landscaping, and fencing) must receive prior approval from the Condominium Sub-Association. The exterior construction of any building must be completed within twelve (12) months from the pouring of its foundation.

Owners are responsible for causing contractors to comply with contractor rules and regulations. Before construction begins, owners or their builders must make a \$500 construction deposit payable to the The Settlement at Willow Grove Property Owners' Association, Inc. in order to ensure a clean jobsite and compliance with applicable restrictions.

Landscaping plans must also be submitted to the Condominium and Commercial Sub-Associations for approval. The entire front yard must be landscaped before a final certificate of occupancy is issued, and complete sodding of the front yard is required within thirty (30) days of completion.

Parking restrictions vary depending on the type of property. Owners and occupants of Residential Units must park in garages or in spaces adjacent to the Residential Unit. Owners and occupants of Retail Units and Office Units must park in parking spaces allocated to and situated near the Retail Unit.

Mobile homes, trailers, or recreational vehicles (RVs) cannot be kept on any portion of the Village Center Property. Unless emergency repair is required, vehicles may only be restored or repaired within enclosed garages.

Interior window coverings are required on all windows, including garage and false windows, unless otherwise approved. See section 6.4.9 for further detail.

Pets must be kept on leashes. Owners are responsible for cleaning up after their pets on any property or the Village Center Common Area. Pets are not allowed on any Site or Village Center Common Area unless accompanied by an adult and carried or leashed. All pets should be registered with the Association and otherwise registered and inoculated as legally required.

Each Owner is responsible for maintaining his Site, residence and driveway in a clean, landscaped condition, including keeping Sites mowed and removing garbage and debris.

An Owner can rent or lease his Unit for its original purpose for a term of at least 30 days. Such lease must be in a written agreement and is subject to all the provisions and restrictions applicable to the Unit.

An Owner must have prior written permission of the Condominium and Commercial Sub-Associations in order to install outside radios, TVs, antennae, or other electrical equipment. Certain antennae and satellites, however, such as for direct broadcast or wireless service, are permissible.

**VI. Summary of the
Supplemental Declaration of Covenants, Conditions and Restrictions of
The Settlement at Willow Grove (Townhouse Property)**

The **Townhouse Sub-Association**, or Townhouse Committee, shall mean The Settlement at Willow Grove Townhouse Committee as elected by the Owners of Townhouse Sites pursuant to the Supplemental Declaration governing the Townhouse Property.

“Townhouse Assessment” shall mean an assessment for costs as described in Article 5 of the Supplemental Declaration governing the Townhouse Property.

Certain definitions used within and applying to Townhouse Property include:

“Improvements” shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Site from any direction. Improvements shall include without limitation, walls, pools, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

“Owner” shall collectively mean a Person or all Persons (including Declarant) who hold full or partial title of Record to a Site, including sellers under executory contracts of sale and excluding buyers thereunder.

“Site” or **“Townhouse Site”** shall mean any lot or parcel of land within the Townhouse Property designated for residential construction or use which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Site on the Final Plat. Site shall not include the Condominium Site or any other property contemplated in the Master Declaration, which is not part of the Townhouse Property as defined herein.

“Townhouse Common Area” or **“Townhouse Common Areas”** shall mean the “Common Area” or “Common Areas”.

“Townhouse Rules and Regulations” shall mean the rules and regulations adopted by the Townhouse Committee from time to time pursuant to this Supplemental Declaration.

“Townhouse Unit” shall mean a residential building designed for human occupancy, not including any accessory building or garage.

General Restrictions Applicable to Townhouse Property

Article 6 of the Supplemental Declaration for Townhouse Property details specific building requirements and design specifications applicable to all Townhouse Sites.

All plans for construction, physical alteration (including removal of trees, fences, garden walls, street walls and street edges) or improvements to a Site must be submitted to the Townhouse Committee for approval. The procedure for obtaining approval is outlined in Section 6.2. All improvements must comply with the Design Code, which provides information on building materials, typologies, setbacks, heights, etc. The Townhouse Committee must also approve any and all remodeling work or additions to be done to the exterior of a Residential Unit (including painting, landscaping, and fencing).

Owners are responsible for causing contractors to comply with contractor rules and regulations. Before construction begins, owners or their builders must make a \$500 construction deposit payable to the The Settlement

at Willow Grove Property Owners' Association, Inc. in order to ensure a clean jobsite and compliance with applicable restrictions.

Schools, churches, assembly halls or group homes cannot be built on Sites, and Sites cannot be used for such purposes.

Owners and occupants of any structure located on any Site must park in garages or in spaces constructed for the Site. Vehicles must be completely screened from the view of any public street. Temporary guests and visitors may park on the street.

Mobile homes, trailers, or recreational vehicles (RVs) cannot be kept on any portion of the property. Unless emergency repair is required, vehicles may only be restored or repaired within enclosed garages.

Interior window coverings are required on all windows, including garage and false windows, unless otherwise approved. See section 6.3.9 for further detail.

Moderately scaled play equipment, play yards and basketball goals are allowed within Townhouse Sites. Oversized trampolines are prohibited. Placement of these items should take into account neighboring views and accessibility. The items should not be unsightly nor visible from the street. The Townhouse Committee must approve final placement of these items before they are installed.

Pets cannot roam freely. They must be leashed or kept behind fences. Pet yards should be sized according for the size and number of pets. Any pet yard should be part of the landscape of the yard, or screened from view. Chain-link enclosures are not permitted. Owners are responsible for cleaning up after their pets on any Site or Townhouse Common Area. Pets are not allowed on any Site or Townhouse Common Area unless accompanied by an adult and carried or leashed. All pets should be registered with the POA and otherwise registered and inoculated as legally required.

Each Owner is responsible for maintaining his Site, residence and driveway in a clean, landscaped condition, including keeping Sites mowed and removing garbage and debris.

An Owner can rent or lease his Unit for its original purpose for a term of at least 30 days. Such lease must be in a written agreement and is subject to all the provisions and restrictions applicable to the Unit.

An Owner must have prior written permission of the Townhouse Committee in order to install outside radios, TVs, antennae, or other electrical equipment. Certain antennae and satellites, however, such as for direct broadcast or wireless service, are permissible.

**VII. Summary of the
Supplemental Declaration of Covenants, Conditions and Restrictions of
The Settlement at Willow Grove (Residential Property)**

The **Design Review Board** is the Sub-Association of the Residential Property that assists the Association in carrying out duties with regard to the Residential Property. The Design Review Board will be composed of up to three (3) individuals elected by a majority vote of the Owners of the Residential Lots.

A **Residential Assessment** may be levied and collected by the Board of Directors of the Association for matters affecting the Residential Property, Owners of Residential Lots, or the operation of the Design Review Board. Residential Assessments will be in equal amounts per Lot and will be made in writing to the Owner of the Lot.

Certain definitions used within and applying to the Residential Property include:

"**Dwelling Unit**" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

"**Lot**" or "**Residential Lot**" shall mean any lot or parcel of land within the Residential Property designated for residential construction or use which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat. Lot shall not include any other property contemplated in the Master Declaration, which is not part of the Residential Property as defined herein.

"**Owner**" shall collectively mean a Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

"**Perimeter Lots**" are Lots 32-51 and Lots 106-120 as labeled on the Final Plat.

"**Residential Common Area**" or "**Residential Common Areas**" shall mean any portion of the Residential Property which is for the primary use and benefit of all of the Owners of Lots and is designated as Residential Common Area on the Final Plat.

"**Residential Property**" shall mean the property within The Settlement at Willow Grove which shall include without limitation the Residential Lots and the Residential Common Areas.

Residential Rules and Regulations. "Residential Rules and Regulations" shall mean the rules and regulations adopted by the Design Review Board from time to time pursuant to this Supplemental Declaration.

General Restrictions Applicable to Residential Property

Article 6 of the Supplemental Declaration for Residential Property details specific building requirements and design specifications applicable to all Residential Lots.

Lots shall be sold with the description shown on the Final Plat. However, with approval, Lots may be resubdivided or re-platted.

The Design Review Board must approve all plans for construction, physical alteration (including removal of trees; fences, garden walls, street walls and street edges) or improvements to a Lot. The procedures for submitting plans to the Design Review Board for approval are outlined in Section 6.2. All improvements must comply with the Design Code.

With the approval of the Design Review Board, an Owner of two adjoining Lots with frontage on the same street can build a residence on the two Lots, which will be considered as one Lot. However, the scale of the

residence must be comparable to other houses on the street and although the residence may straddle the two lots, the adjacent property should be used for a yard or accessory buildings to the extent possible.

The Design Review Board must approve any and all remodeling work or additions to be done to the exterior of a Residential Unit (including painting, landscaping, and fencing). Work is not allowed beyond Residential Lot lines. Steps, decks, terracing, etc. may not be used within Residential Common Areas.

Owners are responsible for causing contractors to comply with contractor rules and regulations. Before construction begins, owners or their builders must make a \$500 construction deposit payable to the The Settlement at Willow Grove Property Owners' Association, Inc. in order to ensure a clean jobsite and compliance with applicable restrictions.

A residence cannot be occupied until completed in accordance with approved plans and specifications.

Structures such as trailers, basements, shacks, barns or other temporary structures cannot be used as a residence for any period of time. Temporary structures are only allowed while improvements are being constructed and must be removed within 120 days of when placed on the Lot.

Lots can contain home offices for professional business activities, but not for retail. Such offices cannot have more than two full-time employees, including the owner. Additional parking for any employees must be provided in the rear of the Lot. Schools, churches, assembly halls or group homes cannot be built on Sites, and Sites cannot be used for such purposes.

All residences must have a private garage sized to fit at least two but no more than three parking places. Carports are not allowed and garage doors must comply with the Design Code. Owners and occupants of property must park in garages or in spaces constructed near the Lot, which must be completely screened from view of any public street. Service personnel, such as maids, must park in the back of the Lot in a spot specifically approved by the Association for such a purpose. Temporary guests and visitors can park on the street. Unless emergency repair is required, vehicles may only be restored or repaired within enclosed garages.

Perimeter Lots must have a minimum of 1,800 square feet of living (heated and cooled) space, not including storerooms or garages. Other areas of Residential Property are not held to this requirement.

Interior window coverings will be required on all windows, including garage and false windows, unless otherwise approved. See section 6.3.13 for further detail.

Moderately scaled play equipment, play yards and basketball goals are allowed within Residential Lots. Oversized trampolines are prohibited. Placement of these items should take into account neighboring views and accessibility. The items should not be unsightly nor visible from the street. The Design Review Board must approve final placement of these items before they are installed.

Mobile homes, trailers, or recreational vehicles (RVs) cannot be kept on any portion of the Residential Property. A motorboat or similar recreational vehicle may be stored on Residential Property if completely hidden from street view and only if housed completely within a garage approved by the Design Review Board. No overnight parking of school buses, 18-wheeler vehicles, or any other type of commercial or work vehicle or truck can be parked in any Lot driveway or on the street. Nonoperable broken vehicles may not be visible from the street.

Pets cannot roam freely. They must be leashed or kept behind fences. Raising of livestock is not allowed. Pet yards should be sized according for the size and number of pets. Any pet yard should be part of the landscape of the yard, or screened from view. Chain-link enclosures are not permitted. Owners are responsible for cleaning up after their pets on any Lot or Residential Common Area. Pets are not allowed on any Lot or Residential Common Area unless accompanied by an adult and carried or leashed. All pets should be registered with the POA and otherwise registered and inoculated as legally required.

Each Owner is responsible for maintaining all landscaping on his Lot and maintaining his Lot, residence and driveway in clean condition, including keeping Lots mowed and removing garbage and debris. Garbage, trash,

scrap metal or lumber, grass/tree clippings, and plant waste or debris must be kept within an enclosed structure or appropriately screened, except for usual pickup times. Trash or debris cannot be dumped on lots. Owners can keep limited amounts of garden compost on a Lot, but it cannot be visible from the street or be a source of noxious odors or insects.

An Owner can rent or lease a Dwelling Unit constructed on his Residential Lot for residential living purposes for a term of at least 30 days. The lease must be via a written agreement and is subject to all the provisions and restrictions applicable to the Dwelling Unit.

Prior written permission of the Design Review Board is required to install outside radios, TVs, antennae, or other electrical equipment. However, antennae (measuring one meter or less in diameter) for direct broadcast satellite or wireless service via satellite, or video programming or television broadcast antennae are permissible.

Lots 16 through 24, 83 through 96, and 103 through 105 are zero lot lines and must comply with the requirements for zero lot lines as set forth in the Unified Development Code.