

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAJESTIC OAKS, 2ND FILING

BE IT KNOWN that on this ____ day of _____, 2026, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Carmouche Construction Company, a Louisiana corporation, authorized to do and doing business in the State of Louisiana, represented herein by its President, Richard M. Carmouche, whose Articles of Incorporation were filed with the Louisiana Secretary of State on March 30, 1982, and whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana 70884 (the “**Declarant**”);

who did depose and say that:

RECITALS

- A. Declarant is the owner of the real property (the “**Property**”) described in Exhibit A attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of Majestic Oaks, 2nd Filing (as may be amended from time to time, this “**Declaration**”);
- B. The Declarant is controlled by Richard M. Carmouche;
- C. Declarant intends to subdivide and develop the Property as a residential community known as Majestic Oaks, 2nd Filing, a planned community;
- D. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- E. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

NOW THEREFORE, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 - General

This Article describes the reasons for the restrictions on the Property and declares that the restrictions will remain forever, regardless of who acquires the Property in the future.

1.1 Purpose. The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of Majestic Oaks, 2nd Filing, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their Property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of Lots, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

1.2 Declaration Running with Land. The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775, *et seq.* and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646, *et seq.*, or servitudes by destination of owner under Louisiana Civil Code Article 741.

1.3 Development of Property. The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

Article 2 - Definitions

This Article defines the capitalized terms used throughout the document.

2.1 Appointment Period. “Appointment Period” shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 3.5 and its right to appoint the members of the ARC in accordance with Section 7.2, or (b) seven (7) years after the date of recordation of this Declaration.

2.2 Articles of Incorporation. “Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 Assessment. “Assessment” shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

2.4 Assessment Year. “Assessment Year” shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

2.5 Association. “Association” shall mean Majestic Oaks, 2nd Filing Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.6 Board of Directors or Board. “Board of Directors” or “Board” shall interchangeably mean the Board of Directors of the Association.

2.7 Budget. “Budget” shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

2.8 By-Laws. “By-Laws” shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time.

2.9 Common Area. “Common Area” or “Common Areas” shall mean any portion of the Property which is for the primary use and benefit of all of the Owners of Lots, and is designated as a Common Area on the Final Plat.

2.10 Declarant. “Declarant” shall mean Carmouche Construction Company, its successors and assigns. A person shall be deemed a “successor and assign” of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of Carmouche Construction Company receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

2.11 Declaration. “Declaration” shall mean this Declaration, as amended from time to time.

2.12 Design Code. “Design Code” shall mean that certain architectural code entitled “Majestic Oaks, 2nd Filing Design Code”, as supplemented, amended or repealed from time to time during the Appointment Period by Declarant.

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

2.14 Final Plat. “Final Plat” shall mean the document styled “_____” dated _____, and recorded on _____, 2026 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana as Original ___, Bundle _____, a copy of which is attached hereto as Exhibit B.

2.15 First Mortgage and First Mortgagee. “First Mortgage” shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. “First Mortgagee” shall mean the Mortgagee under a First Mortgage.

2.16 Improvements. “Improvements” shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, fence, 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, landscape lighting, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

2.17 Lot. “Lot” shall mean any lot or parcel of land within the Property 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.

2.18 Manager. “Manager” shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

2.19 Mortgage. “Mortgage” shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner’s Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. “Mortgage” shall not include a judgment lien, mechanic’s lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.20 Mortgagee. “Mortgagee” shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.21 Notice and Hearing. “Notice and Hearing” shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

2.22 Owner. “Owner” shall collectively mean 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.

2.23 Person. “Person” shall mean a natural person, a corporation, a partnership or any other entity.

2.24 Record, Recorded or Recordation. “Record” or “Recorded” or “Recordation” shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of East Baton Rouge Parish, Louisiana.

2.25 Architectural Review Committee. “Architectural Review Committee” or “ARC” shall mean the Majestic Oaks Architectural ARC as appointed by the Board of Directors from time to time pursuant to this Declaration.

2.26 Rules and Regulations. “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

Article 3 - Association Operations

This Article explains how the Association is managed, the voting rights of Owners, the levying of Assessments, and how meetings of the Association are called.

3.1 Association. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election and qualifications 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 to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

3.3 Membership in Association. 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.

3.4 Voting Rights of Members. 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 or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one (1) vote.

3.5 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of three (3) Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three (3) Directors during such Appointment Period.

Article 4 - Duties and Power of Association

This Article explains the authority of the Association, the extent of its powers, and the guidelines it must follow in carrying out its responsibilities.

4.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons 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 interests of the Owners, to maintain, improve and enhance the Common Areas. The Association shall perform the acts described in La. R.S. 9:1141.20(A)(1), and, to the extent not described herein, the Association may perform any of the acts described in La. R.S. 9:1141.20(A)(2).

4.2 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Areas indicated as such on the Final Plat.

4.3 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain and repair the Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners, or may delegate this responsibility to others. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area. Notwithstanding the foregoing, Lots 32, 33, 41, 42, 43, and 44 (Park Frontage Lots) shall have the right to veto any change in the use or programming of the adjacent park or Common Area that materially alters its intended character, including but not limited to the addition of sidewalks, swimming pools, pickleball courts, or similar recreational improvements.

4.4 Budgets and Assessments. The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with this Declaration and with the careful customs and practices of similar organizations in East Baton Rouge Parish, Louisiana.

4.5 Duty to Provide Financial Reports. The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same. The Association shall further retain the information required by La. R.S. 9:1141.36(A).

4.6 Architectural Approvals. The Association shall assist the ARC in connection with architectural approvals as provided in this Declaration.

4.7 Rules and Regulations. The Association may from time to time adopt, amend, repeal and enforce reasonable 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 Areas and the use of Lots. Before adopting any Rules and Regulations, the Board of Directors shall give notice to Lot Owners of the proposed action and provide the text of the rule or proposed change and the date on which the Board of Directors will act. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and 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 shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

4.8 Servitudes. 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.

4.9 Restrictions on Builders. The Association 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 on the Property, or on any Lot. It is the responsibility of the Owner of the Lot to comply with all building guidelines set forth in this Declaration and Design Code, regardless of which builder, contractor or architect is chosen. All builders, contractors and architects must be licensed and approved by the Association.

4.10 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, 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 express powers or rights of the Association under this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

4.11 Design Code. The Declarant may from time to time amend, supplement or repeal the Design Code during the Appointment Period in its sole discretion, at any time, without the approval of any Person, Owner or Mortgagee. Following the expiration of the Appointment Period, the Association shall have the right to record the Design Code with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana. In the event of any conflict between the Design Code and this Declaration, the Declaration shall prevail. The Association and ARC shall have the power to enforce the Design Code and shall take such action as the Board and/or the ARC deems necessary or desirable to cause such compliance by each Owner. In the case of any construction undertaken without required approval or in violation of an approved variance, the Association shall have the right to issue a cease-and-desist order requiring

the immediate suspension of such work until the matter is reviewed and resolved by the ARC. The Association shall have the right to impose fines for failure to strictly comply with the Design Code, and any such fines may be collected as an Individual Assessment. The ARC shall furnish a copy of the Design Code then in-effect upon the written request of an Owner.

Article 5 - Declarant's Rights and Reservations

This Article reiterates that the Declarant is entitled to special privileges with regard to the Association during the Appointment Period.

5.1 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. During the Appointment Period, the Declarant retains the development rights described in La. R.S. 9:1141.2(13) applicable to the entire Property, including the ability to reconfigure Lots and Common Areas during the Appointment Period. Declarant also reserves all "special declarant rights" described in La. R.S. 9:1141.2(32). The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Declarant shall have no obligation to pay Assessments on any Lot owned by it during the Appointment Period; provided, however, that Declarant shall be responsible for all common expenses of the Association until such time as the Board of Directors levies an Assessment.

Article 6 - Assessments

This Article describes the procedure the Association must follow to levy Assessments and declares that if the Assessment remains unpaid, it will accrue interest at a yearly rate of 12%. It also explains the privilege granted to the Association to file a lien on the Property if the Assessment is delinquent. Only a first mortgage will outrank this lien, and the Association is permitted to recover attorney's fees if necessary to collect the unpaid amount. Finally, the lien provides the Association with the right of foreclosure as a means to collect any delinquency.

6.1 Determination of Assessments. The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain the streets, fencing, landscaping and Common Areas and provide all other services generally undertaken or furnished by the Association. Except for the rights of the Declarant during the Appointment Period, Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners; provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall be set at the first meeting of the Board of Directors, who will also determine the date of commencement of such Assessments. Assessments may subsequently be increased in accordance with the By-Laws.

6.2 Interest on Unpaid Assessments. All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

6.3 Lien to Enforce Assessments. In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

6.4 Acceleration of Delinquent Assessments. If an Owner fails to pay Assessments for a period of three (3) months or more during any eight (8) month period after the Association has provided notice of such delinquency, the Association may accelerate the Assessments for a twelve (12) month period and file a statement of privilege for the accelerated Assessments.

6.5 Special Assessments. In the event any improvement located within the Common Areas, including the neighborhood park gazebo, is damaged or destroyed by casualty, act of God, or other cause, and available insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment against all Lots to fund the repair or reconstruction of such improvement. Any repair or reconstruction shall be limited to restoring the improvement in substantially the same size, character, and function as originally constructed. Special Assessments authorized under this provision shall be used solely for the restoration or replacement of existing improvements and shall not be used for the construction of new improvements or enhancements to the Common Areas.

Article 7 - General Restrictions Applicable to Property

This Article details the specific building requirements and design specifications applicable to all Lots in Majestic Oaks, 2nd Filing. It also describes the procedures by which the ARC performs its functions.

7.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot (including any Lot created from making the Additional Property subject to this Declaration):

7.1.1 Residential Use Only. Lots shall be used for residential purposes only. No Lot, nor any portion thereof, shall be used for apartment houses or group homes of any kind (including, without limitation, any “community home” as defined in La. R.S. 28:477), nor shall any Lot or existing structure be used for such purposes; provided, however, that one (1) home office may be operated within a residence by an occupant thereof, employing no more than one (1) non-resident employee. Each Lot shall provide a minimum of two (2) off-street parking spaces within the driveway. Any Lot on which a permitted home office is operated shall provide not less than one (1) additional off-street parking space.

7.1.2 No Temporary Structures. No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on the Property and must be removed within one hundred sixty (160) days from being placed on the Property. No residence may be occupied until it has been completed in accordance with approved plans and specifications.

7.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the ARC. Each Owner of a Lot

shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

7.2 Architectural Review Committee. There is hereby created the Majestic Oaks Architectural Review Committee to be composed of up to three individuals appointed by the Board (the “**ARC**”). The initial members of the ARC shall be appointed by the Declarant. In no event shall the members of the ARC be required to be Owners, and the Board may appoint a licensed architect to serve as a member of the ARC. The members of the ARC shall serve for three (3) year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the ARC are:

Richard M. Carmouche

Baton Rouge, LA 708__

Michael P. Carmouche

Baton Rouge, LA 708__

Baton Rouge, LA 708__

7.3 Plan Review for Prior Approval. All plans for the construction, erection, or alteration of any Improvements on a Lot shall be submitted to the ARC for prior written approval, and no work shall commence until such approval is obtained. Plans shall be submitted in digital format and shall include all required specifications, including without limitation the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, location of Improvements, garage and garage door details, grading plan, and landscaping plan. Plans shall be prepared by an approved licensed architect or design professional. A complete list of all builders, contractors, and subcontractors shall also be submitted in writing to and approved by the ARC prior to commencement of construction. Upon approval, one (1) set of plans shall be retained by the ARC as a permanent record, and one (1) set shall be returned to the Owner marked “approved.” The Owner shall submit a non-refundable review fee, in an amount established by the Board of Directors, at the time of plan submission, as provided in Section 7.3.7.

7.3.1 Preliminary Approval Drawing Requirements. The ARC requires those who are building new Improvements in the Property to submit preliminary drawings for review. A preliminary design review does not constitute final approval on any aspect of the design. For the preliminary design review, you must submit the following:

1. PROPOSED SITE PLAN

- a. Existing trees intended to be preserved, type and approx. size and location
- b. Property line boundaries, all building lines, setbacks and servitudes.
- c. Proposed Building Footprint/Outline
- d. Proposed Roofline

- e. Proposed hardscape – lead walk with minimum three (3) steps, driveway, auto court, etc.
- f. Proposed site drainage for construction (prior to landscaping).
- 2. PROPOSED FLOOR PLAN
 - a. Floor plan drawn at $\frac{1}{4}'' = 1'$ scale
 - b. Proposed Door and Window Schedule
- 3. PROPOSED ELEVATIONS
 - a. Exterior Elevations drawn at $\frac{1}{4}'' = 1'$ scale
 - b. Proposed exterior materials, window and door types, shutters, etc.
 - c. Roof pitches labeled and peak heights dimensioned
- 4. PROPOSED ROOF PLAN
 - a. Proposed Roof outline drawn at $\frac{1}{4}'' = 1'$ scale with pitches labeled

7.3.2 Final Approval Drawing Requirements. The ARC requires the following drawings to be submitted for final approval. These requirements are considered minimum, and the Architectural Review Committee reserves the right to request additional drawings deemed necessary to conduct an adequate review.

- 1. SITE PLAN
 - a. Property line boundaries, all building lines, setbacks and servitudes.
 - b. Building Footprint/Outline
 - c. Roofline
 - d. Proposed hardscape – lead walk with minimum three (3) steps, driveway, auto court, sidewalk, etc.
 - e. Patios, Courtyards, Additional walkways
 - f. Proposed site drainage for construction (prior to landscaping).
 - g. Air conditioning condenser locations, generator locations, etc.
 - f. Existing trees intended to be preserved, type and approx. size and location
- 2. FLOOR PLAN(S)
 - a. Floor plan drawn at $\frac{1}{4}'' = 1'$ scale to include all rooms and spaces with sizes and dimensions
 - b. Door and Window Schedule
 - c. Second floor plans (when applicable) shall clearly indicate all interior spaces and depict all lower roof projections, roof overhangs, and chimney locations. The second floor plan shall be consistent with and aligned to the orientation of the first floor plan and site plan.
- 3. BUILDING ELEVATIONS
 - a. Exterior Elevations drawn at $\frac{1}{4}'' = 1'$ scale
 - b. Proposed exterior materials, window and door types, shutters, etc.
 - c. Roof pitches labeled and peak heights dimensioned
 - d. The elevations should indicate the height from the finished floor to the uppermost roof peak.
- 4. ROOF PLAN
 - a. Roof outline drawn at $\frac{1}{4}'' = 1'$ scale with pitches labeled.
 - b. Label and locate crickets, chimneys, etc.
- 5. EXTERIOR DETAILS
 - a. Draw at the appropriate scale all details required for construction, including but not limited to:

- Typical exterior wall section
- Column details
- Window Head, Jamb and Sill details
- Dormer details
- Chimney details

6. LANDSCAPE PLAN (May be submitted after construction begins)

- a. Existing trees intended to be preserved, type and approx. size and location
- b. Fencing location and type
- c. Proposed pool and pool decks
- d. Retaining wall locations, size, type, height and finish
- e. Any other site improvements

7.3.3 Plan Review Completion. After review of the construction documents, one (1) set shall be returned to the Owner marked as follows: (i) “Approved” (construction may proceed); (ii) “Approved with Corrections Noted” (construction may proceed provided all noted corrections are implemented); or (iii) “Resubmit” (construction shall not proceed). If plans are required to be submitted more than twice, the ARC may assess an additional review fee. The Owner or the Owner’s agent shall be notified in advance of any such additional review requirement. Construction must commence within one hundred eighty (180) days of approval.

7.3.4 Scope of Review. The ARC shall review the plans to ascertain that the Improvements will thoroughly comply with all of the restrictions set forth in this Declaration and conform to the character of the neighborhood. In order to assure that location and size of Improvements will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of the other houses, large trees, common facilities and similar considerations, the ARC shall have the absolute and sole right to control and decide the precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific size and site. The criteria for approval by the ARC is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentation. Each Owner hereby agrees to such subjective criteria for approval by the ARC. Specifically, certain Lots contain mature trees which shall require special consideration regarding the plans submitted by Owners of such Lots.

7.3.5 Standards for Review. The ARC shall have the right to approve or disapprove any plans and specifications 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. The ARC may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within Majestic Oaks, 2nd Filing. These guidelines shall be utilized by the ARC in its review of plans and specifications. The ARC believes that the overall design and quality of the residences on Lots will be enhanced through the use of traditional south Louisiana architectural designs, such as Acadian, West Indies, Greek Revival or French Quarter styles. The ARC shall consider plans which compliment traditional south Louisiana architectural designs through the use of Caribbean and French Norman design.

Eclectic revival, or architectural design out of character with the concept of the other residences constructed on the Lots shall not be allowed. However, notwithstanding anything contained herein or in any such manual of guidelines, the ARC may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

7.3.6 Finality of Decision. The decisions of the ARC shall be in its sole discretion and shall be final, binding and not appealable.

7.3.7 Variances. The ARC at its discretion, has the right to approve any waivers or deviations from the restrictions contained in this Declaration that it deems are appropriate. Further, written approval of the ARC must be obtained by an Owner for any waiver of the governmental ordinances the Owner seeks to obtain; any waiver granted by a governmental authority without the prior written approval of the ARC must nevertheless receive ARC approval. The ARC shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.

7.3.8 Review Time Period. In the event the ARC fails to communicate within forty-five (45) days any matter (including plans and specifications) which has been submitted to it, approval shall be deemed given by the ARC, however, all other provisions of this Declaration shall continue to apply. The ARC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Thousand and No/100 Dollars (\$1,000.00) and the ARC shall have the right to increase this amount from time to time. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the construction deposit shall be determined by the ARC.

7.3.9 Construction Deposit. Prior to commencement of construction on any Lot, the Owner shall make (or cause the Owner's builder to make) a construction deposit in the amount of Five Thousand and No/100 Dollars (\$5,000.00), payable to the Association, of which Five Hundred and No/100 Dollars (\$500.00) shall be non-refundable. The purpose of the construction deposit is to ensure a clean job site, compliance with the restrictions and design requirements set forth in this Declaration, adherence to approved plans, and preservation of the overall community appearance. In the event of any violation of the design code, approved plans, or other provisions of this Declaration, the ARC and/or the Association shall have the right to issue a written notice of violation, which may include a cease and desist order requiring immediate suspension of the non-compliant work until such violation is corrected. Notice shall be provided to both the Owner and the Association. Examples of damage include, but are not limited to, the breaking or damage of sidewalks, streets, or street signs; rutting of rights-of-way, servitudes, or other Lots caused by construction-related vehicles; the spilling of concrete or other materials on streets or common areas; and the accumulation or dispersal of trash or debris within Majestic Oaks, 2nd Filing. If any violation or damage is not corrected within ten (10) days after the date of written notice, or immediately in the case of a cease and desist order, the ARC or the Association may, but shall not be obligated to, correct such violation or damage, and all costs incurred shall be charged to the Owner. Such costs shall be deducted from the construction deposit until exhausted, after which the Owner shall be personally liable for any additional amounts. The Association shall have lien rights to enforce payment of any amounts not paid within thirty (30) days after billing. Upon satisfactory completion of construction of

Improvements in accordance with the approved plans and completion of all required landscaping, any remaining balance of the construction deposit, less the non-refundable portion and any amounts applied to violations or damages, shall be refunded to the original depositor.

7.3.10 Indemnification. Each member of the ARC shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the ARC at the time such expenses are incurred, unless the member of the ARC is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the ARC may be entitled but shall be in addition to such other rights.

7.3.11 Foundations and Improvements. Foundations and Improvements shall be designed by an architect or qualified design professional. The ARC's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the ARC takes no responsibility.

DESIGN CODE

7.4 Restrictions on Improvements. All Improvements on each Lot shall comply with the requirements set forth in this Declaration and the Design Code, as either may be amended from time to time, as well as the following restrictions:

7.4.1 General Architectural Guidelines. Buildings and improvements shall be appropriately scaled and compatible with surrounding permanent development. Architectural elements - including windows, doors, roofs, and other components - shall be well proportioned and visually cohesive. Design quality shall be evaluated based on overall appearance and contextual compatibility.

7.4.2 Minimum Square Footage. Residences built on the Lots shall contain a minimum of 3,000 square footage of living space, excluding all porches, storerooms and garages.

7.4.3 Building Walls and Exterior Materials. Exterior building materials shall be durable, architecturally appropriate, and compatible with the building design and surrounding development. Exterior walls shall be constructed of concrete/masonry or wood stud construction and finished in brick, stucco, or approved wood siding, including smooth-sided Hardie plank, board and batten, or board-on-board, sealed with approved paint or stain colors. Stucco shall be 3-coat with metal lathe, smooth (steel-troweled) only. Stucco joints should be flush caulked. Horizontal siding shall have a maximum 7-inch reveal, with exposed mitered corner joints encouraged. Wood or similar materials shall not exceed 30% (percent) of the exterior. All painted exteriors shall receive a minimum of two coats of paint. All houses are to have at least one gas lantern, preferably Bevolo style. Electric lanterns with silk wrapped bulbs are permitted

The following materials are prohibited:

- a. Panelized wall materials, exposed CMU, and wood-grained Hardie siding or cement board.
- b. Dryvit

c. Plastic or metal stucco beads or stops.

7.4.4 Building and Ceiling Height. No lot shall contain more than one detached single-family dwelling, not to exceed three (3) stories in height, together with accessory structures incidental to residential use, such as swimming pools, bathhouses, and gazebos. All residences shall be constructed with at least seventy (70%) percent of the ceiling on the ground floor to be not less than eleven (11') feet high. Gazebos, pigeoneers, pergolas and other accessory structures should relate architecturally to the design of the residence in both form and material. Details and locations of all detached structures must be submitted for approval with plans and must be approved by the ARC.

7.4.5 Porches. Multiple porches, including rear, courtyard, and side, are encouraged to connect interior and exterior spaces and shall be a minimum of 8 feet deep. Stoops are permitted at all building entries and may be covered by roofs or canopies. Porches, stoops, and balconies shall be constructed of stucco, concrete/masonry, brick, stone, metal, or wood, with stucco finishes matching the main structure. Column/post and beam faces shall align. Porch and stoop roofs may be exposed or enclosed with wood decking or panel-and-batten ceilings. Railings shall be wood or metal. Flooring may be brick or natural stone; porcelain tile is prohibited. Screened porches are permitted at the sides and rear of the home and are considered vertical construction; they shall not encroach on required setbacks. Screens shall be installed within porch openings, framed in wood, brick, stucco, or wood siding, and made of black vinyl, aluminum, dark color, or bronze. Minimal metal framing is allowed only to support screens or roof members, and anodized aluminum is prohibited. Prefabricated enclosures are not permitted. Porch ceilings in screened porches may be painted or stained wood, and exposed joists shall be painted or stained.

7.4.6 Doors and Windows. Windows shall be primarily operable sash types, constructed of wood or metal-clad wood with impact-resistant glazing. Street-facing windows must be wood, aluminum-clad wood or vinyl-clad wood unless approved by the ARC. All front facing and street facing windows shall be installed with brick molds. Casement and fixed windows may be used incidentally, with fixed windows set in sash on front-facing elevations. Multiple windows within one opening shall be separated by a minimum 4-inch post or 1-1/2-inch mullion. Windows and doors shall be recessed to allow shutters to close flush. Shutters must match window size and appear operable, except where fixed or recessed in masonry, with the appropriate hardware installed. Masonry sills shall project at least 1 inch from the wall face. All attic windows shall have installed window treatments (blinds, shades, or curtains) maintained in a neat and operable condition. Any window covering on street facing windows must be lined with white or off-white backing unless otherwise approved by the ARC. Foil or other reflective materials are prohibited for sunscreens, blinds, or shades, and window-mounted heating or air-conditioning units are not permitted. Window muntins are required on windows except first floor windows that are concealed from view and shall be simulated divided with a shadow bar or true divided lites. Individual lites shall be vertically proportioned 2:3, with muntins no wider than 7/8 inch. Exterior doors shall be wood or metal-clad wood, stained or painted, and installed with brick molds. Steel doors are also permitted.

7.4.7 Roofs, Eaves, Parapets. Primary roofs and incidental pitched roofs, including stoops, porches, canopies, bay windows, and pigeoneers, may be clad in one of the following materials in natural color: architectural shingles, galvanized or standing seam metal

(without striations), slate, or cedar, as approved by the Architectural Review Committee (ARC). Gabled hips, hipped gables, flared hips, and flat roofs are allowed with a minimum roof slope of 7:12 and maximum 16:12. Lower pitches for minor areas may be considered by the ARC. Roofing shingles must be Architectural type equal to or greater than Elk Prestique II and must utilize concrete ridge tiles. Eaves shall be continuous and roof slopes may break to a shallower pitch at the eave. Corniced eaves are allowed with ARC approval. Bay window roofs shall be independent from the main roof and be hipped or shed. Parapets are encouraged to reflect vernacular styles from French Colonial, French Creole, and Franco-Caribbean architecture; French and Parisian influences are acceptable based on architectural merit and ARC approval. Parapets on uninhabited roofs shall be at least 18" high.

7.4.8 Roof Penetrations and Fireplaces. All roof penetrations, except stucco, brick, or stone chimneys, shall be located to minimize visibility from streets or paths and painted to match the roof, except metal penetrations which may remain unpainted. Exposed galvanized metal fireplace flues and chimneys are prohibited. Chimneys shall be finished in stucco, brick, or stone, proportioned at a minimum 2:1 in plan, and capped to conceal spark arresters. Flues shall not exceed heights required by the Building Code. Metal chimney flues must be screened with brick or stucco, and the top of the chimney shall have a cap made of stucco, brick, slate, copper, galvanized and/or bronze anodized aluminum.

7.4.9 Gutters. When used, gutters and downspouts shall be made of galvanized steel, copper (not copper-coated), or anodized/ESP aluminum in seamless half-round and downspouts shall be round. Rain chains are permitted in lieu of downspouts. Downspouts shall be located at building corners least visible from streets and, where between houses, shall tie into subsurface drainage. Splash blocks shall be concrete, brick, or gravel. Flashing shall be copper, lead, galvanized steel, or anodized aluminum. Gutters may be concealed within the roof or attached to eaves.

7.4.10 Garages and Garage Locations. Garages shall be fully enclosed with approved automatic doors and shall provide a private garage for no more than three (3) cars. Doors shall be overhead sectional or side-hinged, made of wood, composite, or metal, and include hardware. Full overlay doors are encouraged but not required. Garage door openings shall be a minimum of 8 feet tall. Front facing and J loaded garages shall have a minimum of two (2) individual doors rather than a single extended door, must have applied panels or carriage-style detailing and require a 42-inch-tall brick and iron auto court. Auto court can also be made up of structured hedges between brick columns at the driveway and the house. All garage designs must be approved by the Architectural Review Committee.

7.4.11 Driveways and Walkways. Driveways shall be constructed of brick, stone, or concrete and shall include a decorative apron of old brick or $\frac{3}{4}$ inch natural stone between the sidewalk and street within the private servitude of passage. Gravel, crushed stone, dirt, or other granular materials are prohibited. Driveways should provide parking for a minimum of two automobiles in addition to required garage parking. Each lot must have a hard-surfaced walkway connecting the street or driveway to the main entrance. Walkways must be made of salvaged brick or $\frac{3}{4}$ inch natural stone and include at least three 6-inch risers. Risers should include lighting, or landscape lighting should be provided.

7.4.12 Driveway Locations. Efforts should be made to avoid locating driveways on adjoining Lots directly adjacent along a common side property line. The ARC may approve alternative locations, but adjoining driveways must be separated by a landscaped “green” area or low masonry wall. These areas shall be planted with a combination of grass, shrubs, and trees approved by the ARC to provide visual separation.

7.4.13 Parking. All automobiles owned or used by Owner or occupants of any structure located on any Lot (other than temporary guests and visitors) shall be parked in garages or in parking spaces constructed on the Lot (rather than on driveways). No vehicle shall be parked on any street or in front of Lots on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Property. Furthermore, the Association may at any time require that the operator of any motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles on any portion of the Property shall at all times possess a valid driver’s license. No vehicles may be operated or parked in the park. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

7.4.14 Building Setbacks and Servitudes. Building setbacks are shown on the Final Plat. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plat. Unless approved in advance by the ARC—and provided such placement does not violate applicable zoning or subdivision regulations—no dwelling unit, building, structure, or portion thereof shall be located closer than the distances shown on the Final Plat.

7.4.15 Underground Utilities. This subdivision will be served by underground utilities only. Electric service from the electric distribution system to each Lot shall be underground. No outside above-ground electrical lines.

7.4.16 Satellite Dishes. No television antennas or satellite dishes shall be allowed unless approved by the ARC.

7.4.17 Playground Equipment. Playground equipment and swing sets may be made of wood, metal, or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the Lot only. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as to reduce visibility from streets.

7.4.18 Basketball Goals. Basketball goals are permitted; however, they may not be attached to any residence or other structure. Temporary or collapsible goals are prohibited. Owners wishing to install a basketball goal must obtain ARC approval for the location and placement prior to installation.

7.5 Drainage. The Owner of a Lot is responsible for providing for “positive” storm water drainage in the direction indicated in the drainage plan for Majestic Oaks, 2nd Filing on file with the Department of Public Works of the City of St. George. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners. The ARC or any other Owner shall have the right to bring legal action to enforce this restriction.

7.6 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within fourteen (14) months following the pouring of the foundation for that building, with the possibility for an extension for good reason, upon approval by the ARC, but in no event shall the extension be for any amount of time longer than that permitted by the building code. If such Improvements are not completed within the time period specified in this section, then the Association shall remove the debris from the Lot and restore the landscaping to its original condition. The Association shall have the right to assess the Owner for all costs of restoration, as well as the right to assess an administrative fee in an amount equal to the restoration costs.

7.7 Fill to Lot. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

7.8 Combination of Lots. Subject to the approval of the ARC, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which (with the exception of voting rights) shall be considered, for the purpose of this Declaration, as one Lot (including for purposes of Assessments). However, the Improvements must be on a scale comparable to other houses in the subdivision. The adjacent Property is to be used for a yard or accessory buildings.

7.9 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any three (3) Lots may be subdivided or re-platted into two (2) Lots with the written consent of the Declarant or ARC. The resulting two (2) Lots will be responsible for one (1) Assessment each and entitled to voting rights for one (1) Lot each. In no event shall any Lot be resubdivided or re-platted in a manner that results in any Lot having less street frontage than originally shown on the Final Plat, and no variance or exception to this requirement shall be permitted.

7.10 Outside Lighting, Etc. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the ARC, and any standard adopted respecting any restrictions in this regard shall be final.

7.11 Landscaping. Landscaping plans must comply with the Design Code and shall be submitted to the ARC for approval. Immediately upon substantial completion of the residence on a Lot, the Lot must be sodded with Centipede or St. Augustine grass and landscaping for the front yard as needed for required screening must be installed. Each Owner's front yard landscape plan shall include a minimum of 25 plants of at least 3 gallons, and at least 3 trees with a minimum caliper of two inches (2"). An irrigation system shall be installed and maintained in the front yard sufficient to adequately water all lawn and landscaped areas. In addition, landscape lighting shall be installed in the front yard in accordance with the Design Code, so as to enhance the appearance of the Lot and illuminate key landscape features. Any tree that remains after the clearing of the Lot may be counted as one of the required trees and the ARC shall have the right to waive the requirement of planting additional trees if an existing Lot has adequate trees. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of One Hundred and No/100 Dollars (\$100.00), as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment set forth elsewhere in these restrictions.

7.12 Grade Elevation. The minimum finished grade of elevation of any residence or permanent structure constructed within the Property shall be as required by the City of St. George Building Department. No Lot shall be graded or altered in such a manner as to lower its elevation below that of adjacent Lots.

7.13 Parking of Mobile Homes, Vehicles and Commercial Vehicles. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels, on any Lot covered by this Declaration is prohibited. A motorboat, or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept only if completely screened from street view and approved in advance by the ARC. If stored within a structure, the structure must also be approved by the ARC and be consistent in scale and architecture with the main residence. There shall be no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the street of Majestic Oaks, 2nd Filing. There shall be no routine parking of vehicles belonging to Owners on the street of Majestic Oaks, 2nd Filing. No inoperable broken vehicles may be visible from the street or adjacent properties.

7.15 No Signs. No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the ARC or its agents. For those signs permitted herein, the maximum size shall be twenty inches (20") by thirty inches (30"). The display of flags shall be limited to the United States flag and official United States military flags only; all political flags are expressly prohibited. School-related signs are prohibited. Temporary "Happy Birthday" signs shall be permitted for a period not to exceed seven (7) consecutive days and shall otherwise comply with size restrictions. Inflatables of any kind are prohibited.

7.16 No Noxious Activity. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots. No offensive or unlawful use shall be made of any Lot, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

7.17 Landscaped Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the ARC. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the ARC.

7.18 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 6.

7.19 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the property, except that generally recognized house pets may be kept in a Dwelling Unit; provided, however that such pets are not kept or maintained for commercial purposes or for breeding. Such pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless carried or leashed. No pet shall be allowed to leave its excrement on any other Lot or Common Area. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

7.20 Fences. No fence shall be erected within the front building setback line of a Lot unless approved by the ARC. Approved fencing materials include wood, brick, stone, and wrought iron. All fencing visible from the street must be constructed of masonry or iron and masonry mix. All fencing bordering the park shall be constructed of aluminum, iron, brick or a combination of these materials. Fencing details must be submitted to the ARC prior to construction. Rear fences must meet a minimum height determined by the ARC to achieve a cohesive aesthetic, not less than eight feet (8'). Decorative or landscaped walls may be allowed with ARC approval. The maximum height of any fence or wall shall be eight feet (8'). The ARC may require uniform heights within these limits for all Lots. Lot Owners are responsible for all costs of materials and construction and must complete rear fence installation within nine (9) months of Lot purchase.

7.21 Clearing of Lots. The Declarant shall clear all Lots. Any trees remaining on a Lot following clearing by the Declarant shall be incorporated into the design of the residence and

landscaping to be constructed on such Lot by the Owner. In the Review Process efforts must be made to retain said trees.

7.22 House Numbers; Mail Kiosk. House numbers and similar matters constructed and used on Lots must be harmonious with the overall character and aesthetics of the Property and be continually maintained in an attractive manner by each respective Owner. The decision of the ARC, as applicable, that any such matter is not harmonious shall be final. The ARC shall have the authority to require common house numbering design and location. All Lots shall utilize the common mail kiosk, and no mailboxes shall be located on a Lot unless the kiosk requirement is waived by the US Post Office. If the kiosk requirement is waived all mailboxes must be of a uniform design. House numbers do not need to be uniform but must be approved by the ARC.

Article 8 - Miscellaneous

This Article details the procedures for amending this declaration, the termination date for the restrictions (as well as the option to renew), and various other topics.

8.1 Right of Amendment. The Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant during the Appointment Period. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in East Baton Rouge Parish, Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the subdivision.

8.2 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2040, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

8.3 Amendment of Declaration by Owners. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the Members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Owners. The vote of Members of the Association holding at least eighty (80%) percent of the voting power of the Association is required to amend the Declaration to create additional Declarant rights or increase special Declarant rights, increase the number of Lots not otherwise reserved or permitted by the Declaration, change the allocation of Assessments or common surpluses to Lots, change the voting interest of Lot Owners, to extend the time limitations described in La. R.S. 9:1141.7(C), or to create additional development rights.

8.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other Amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate at the expiration or termination of the Appointment Period.

8.5 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure, dation en paiement or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Owners of the Association.

8.6 Enforcement of Declaration. Declarant or the Association, or any authorized agent of either of them, shall have the right and power to enforce, by self-help, any of the covenants, conditions, restrictions, servitudes, easements, obligations, or other provisions contained in this Declaration, provided that such self-help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists requiring immediate action to prevent irreparable harm, damage to property, or a threat to the health or safety of persons or property. In addition to self-help, Declarant or the Association shall have the right to enforce this Declaration by any proceeding at law or in equity, including, without limitation, actions for injunctive relief, declaratory relief, specific performance, damages, or other legal or equitable remedies. Declarant or the Association shall be entitled to obtain temporary restraining orders, preliminary injunctions, and permanent injunctions to restrain or enjoin any actual or threatened violation of this Declaration, without the necessity of posting bond or other security, it being expressly agreed that any violation of this Declaration may result in irreparable harm for which there is no adequate remedy at law. All rights and remedies of Declarant and the Association provided in this Declaration or available under applicable law or equity shall be cumulative, concurrent, and non-exclusive. No election of remedies shall apply, and the initiation, pursuit, or success of any remedy shall not bar, waive, limit, or preclude the concurrent or subsequent exercise of any other right or remedy, whether legal or equitable, including self-help. Declarant and the Association may pursue any and all available remedies simultaneously or successively, in any order, as they may determine in their sole discretion. The failure of Declarant or the Association to enforce any covenant, condition, or restriction at any time shall not be deemed a waiver of the right to do so thereafter, nor shall any delay or partial enforcement impair or prejudice any right of enforcement. The enforcement rights set forth herein are in addition to, and not in limitation of, any other rights or powers granted to Declarant or the Association under this Declaration, the Articles of Incorporation, the By-Laws, or applicable law, and shall survive the transfer of Declarant's rights to the Association or any successor declarant.

8.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

8.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

8.9 Limitation on Liability. The Association, the Board of Directors, the ARC, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

8.10 Notices. The Association shall deliver any notice required hereunder by any of the following methods: (i) United States mail postage paid, or commercial courier as defined in La. C.C.P. art. 1313(D), to the mailing address designated by the Lot Owner; (ii) email to the address designated by the Lot Owner; (iii) hand delivery to the physical location of each Lot, if neither a mailing address nor an electronic mail address has been designated by the Lot Owner; (iv) United States mail postage paid, or commercial courier as defined in La. C.C.P. art. 1313(D), to the mailing address of each Lot; or (v) any other method reasonably calculated to provide notice to the Lot Owner. In the event of an emergency, notice may be given by any method that the Association deems appropriate to provide reasonable notice to the Lot Owners, regardless of the provisions of this Section set forth above; provided, that the notice shall state the nature of the applicable emergency.

8.11 Combination of Planned Communities. The Property subject to this Declaration and the Association may combine with another planned community upon approval of both: (i) Owners holding at least two-thirds (2/3) of the voting power of Association; and (ii) the voting interest in such other planned community as is otherwise required by the community documents of such other planned community to authorize termination of such other planned community. If approved, and the Property and such other planned community to be combined are managed by more than one (1) association, the associations shall be combined into one (1) association in accordance with the applicable provisions of law. The agreement to combine shall not be effective until it is Recorded in accordance with R.S. 9:1141.4(D) and, if associations are combining, until the articles of merger or consolidation of the associations are filed with the Louisiana secretary of state. Every agreement to combine shall provide for the reallocation of common expense liabilities, common surpluses, and voting interest to each lot by either stating the reallocations or the formulas upon which they are based or stating the percentage allocated to all of the lots comprising each of the preexisting planned communities.

8.12 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

8.13 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

8.14 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

8.15 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

8.16 Captions for Convenience. The table of contents, titles, headings, italicized summaries and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

8.16 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

8.17 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

8.18 Waiver. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SIGNATURES ON NEXT PAGE

THUS DONE AND SIGNED by the Declarant at Baton Rouge, Louisiana, on this ____ day of _____, 2026, in the presence of me, Notary, and the subscribing witnesses, who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

DECLARANT:

Carmouche Construction Company

Name: _____

By: _____
Richard M. Carmouche, President

Name: _____

Notary Public
Name: _____
Bar Roll No.: _____
Commission Expires: _____

EXHIBIT A
Legal Description of the Property

EXHIBIT B
Final Plat