

Act of Restriction of Clearlake Estates Subdivision

Be it known that on this 15th day of August, 1994, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Clearlake Estates, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of Louisiana, and recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish at Original 934, Bundle 10412, on June 21, 1993, herein represented by its President, E. Wyman Walker, Jr., duly authorized by virtue of a resolution of the Board of Directors on file and of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana ("Declarant")

who did depose and say that:

Recitals

Declarant, is the owner, of the real property described in Exhibit "A" attached hereto and made a part hereof ("Property"). Declarant is the subdivider and developer of the Property;

A. Clearlake Estates, Inc. shall be the Declarant for all purposes under this Act of Restrictions for Clearlake Estates Subdivision.

B. Declarant intends to develop the Property as a planned community accommodating residential uses, including open spaces;

C. 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 Act of Restriction of Clearlake Estates Subdivision affecting the Property, and by this Act, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth;

D. The following covenants, conditions, restrictions, easements, reservations, right-of-ways, servitudes and other provisions 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 such Property or properties, and their heirs, successors and assigns.

Article 1 - General

1.1 Purpose. The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in Clearlake Estates Subdivision. The Property is subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein after set forth to insure the best use and most appropriate development and improvement of each Lot thereof; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures on the Lots, or the construction of improvements built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain setbacks from streets and in general to provide adequately for quality improvements situated on the Property and thereby enhance the value of investments made by purchasers of Lots therein.

1.2 Covenants Run with Land. The covenants, restrictions and other provisions of this Act shall run with and shall insure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) Clearlake Estates Property Owners, Inc. (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.

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 Act, as amended.

Article 2 - Definitions

*2.1 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of the Act of Restriction and continuing until the earliest occurrence of one of the following events: (a) such date as Declarant shall voluntarily relinquish its right to (i) appoint such three (3) Directors; and (ii) its right to appoint a majority of the members of the Review Board in accordance with Section 8.1 hereof; or (b) December 31, 2003.

* Amended June 2, 2003 See pg.22

2.2 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of State of Louisiana, as the same may be amended from time to time.

2.3 Assessment. "Assessment" shall mean a Common Assessment as set forth in more detail in Article 7.

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 Act.

2.5 Association. "Association" shall mean the Clearlake Estates Property Owners, Inc, a Louisiana nonprofit corporation, its successors and assigns.

2.6 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeable mean the Board of Directors of the Association.

2.7 Budget. "Budget" shall mean a written, reasonable itemized estimate of the expenses to be incurred by the Association in performing its functions under this Act prepared pursuant to Article 4 hereof and to Article IV of the By-Laws of the Association.

2.8 Lot. "Lot" or "Building Site" shall interchangeable 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.

2.9 By-Laws. "By-Laws" shall mean the By-Laws of the Association which have been or will be adopted by the Board of the Association, as the same may be amended from time to time.

2.10 Clearlake Estates Subdivision. "Clearlake Estates Subdivision" means Tract X1-A-1-A, Walker Estates as designated on the Final Plat of Clearlake Estates Subdivision.

*2.11 Common Areas. "Common Area" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of the Owners of a Lot, and is designated as

Common Area on the Final Plat. Clearlake is not a public area and shall only be used by residents of Clearlake Estates Subdivision, their guests and their invitees.

*Amended September 26, 1995 See pg.15

2.12 Declarant. "Declarant" shall mean Clearlake Estates, Inc., 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 Act. Notwithstanding the foregoing, a successor of Clearlake Estates, Inc., 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.

2.13 Act. "Declaration" or "Act" or "Act of Restriction" shall interchangeably mean this Act of Restriction of Clearlake Estates Subdivision, as it may be amended from time to time.

2.14 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for occupancy on a Lot, not including any accessory building or garage.

2.15 Final Plat. "Final Plat" shall mean the final plat of Clearlake Estates.

2.16 First Mortgage. "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 such Lot.

2.17 First Mortgagee. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.18 Improvements. "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.

2.19 Manager. "Manager" shall mean any one (1) or more persons employed by the Association to perform any of the duties, powers or functions of the Association.

2.20 Member. "Member" shall mean the Person who constitutes the Owner of a Lot.

2.21 Mortgage or Collateral Mortgage. "Mortgage" shall mean any unreleased mortgage or collateral mortgage or other similar instrument of record, given voluntarily by the Owner of a Lot, encumbering the 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.

2.22 Mortgagee. "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person.

2.23 Mortgagor. "Mortgagor" shall mean the Person who mortgages such Person's property to another under a Mortgage (i.e., the maker or grantor of a Mortgage).

2.24 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, in the manner provided in the By-Laws.

2.25 Notice of Completion. "Notice of Completion" shall mean written notice to the Review Board of the completion of any improvement to a Lot pursuant to the provisions of Article 8 hereof.

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

2.27 Parish Records. "Parish Records" shall mean the conveyance and mortgage records in the office of the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana.

2.28 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

2.29 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.

2.30 Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors, from time to time, pursuant to the provisions of Sections 4.8 and 4.9 hereof.

Article 3 - Association Operations

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 Act and in the Articles of Incorporation and By-Laws.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Subject to the provisions of Section 3.5 hereof, the numbers, term, election and qualifications 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 the ultimate 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 Members, except as otherwise specifically provided in the Act.

*3.3 Membership in Association. Each Owner of a Lot shall be a Member of the Association. There shall be one (1) membership in the Association for each Lot. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the membership in the Association appurtenant to that Lot, and such membership shall automatically pass with the ownership to the Lot. Declarant shall hold a separate membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from ownership of a Lot.

*Amended June 2, 2003 See pg. 22

3.4 Voting Rights of Members. The right and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a Member or a Member's spouse, but in not event shall more that 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 Person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one 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) such Directors during such Appointment Period. The "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Act and continuing until the earliest occurrence of one of the following events: (a) such date as Declarant shall voluntarily relinquish its right to (i) appoint such three (3) Directors of the Board; and (ii) its right to appoint a majority of the members of the Review Board in accordance with Section 8.1 hereof; or (b) December 31, 2003.

*Amended January 24, 2000 See pg. 19

*Amended June 2, 2003 See pg. 22

Article 4 - Duties and Power of Association

4.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or through Persons to whom the Board 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 Members, to maintain, improve and enhance the Common Areas.

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

4.3 Duty to Manage and Care for Property. The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members.

4.4 Duty to Prepare Budgets. The Association shall prepare Budgets for the Association as elsewhere provided in this Act.

4.5 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as elsewhere provided in this Act.

4.6 Duty to Provide Financial Reports. The Association shall provide for annual financial reports of the accounts of the Association. Copies of the report shall be made available to any Member who requests a copy of the same upon payment of such Member of the reasonable cost of copying the same.

4.7 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Review Board as elsewhere provided in this Act.

4.8 Power to Adopt Rules and Regulations. The Association may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Act or any amended Act, the operation of the Association, the use and enjoyment of Common Area and the use of any Lots. Any such Rules and Regulations shall be reasonable and uniformly applied. Such 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 the provisions of this Act, the provisions of this Act shall prevail.

4.9 Power to Enforce Act and Rules and Regulations. The Association shall have the power to enforce the provisions of this Act, and the provisions of the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each member.

4.10 Power to Grant Easements. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other easements in, on, over, across or under Common Area as may be reasonably necessary or useful for the proper maintenance of the Common Area.

4.11 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 Act or in the Articles of Incorporation or 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 Act, the Articles of Incorporation, 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 Act, or under the Articles of Incorporation, By-Laws or Rules and Regulations.

Article 5 - Association Properties

5.1 Right of Association to Regulate Use. The Association, acting through the Board, shall have the power to regulate the use of the Common Area my Members.

5.2 No Partition of Common Areas. No Owner shall have the right to partition or seek partition of the Common Area or any part thereof.

5.3 Title to Common Area of Dissolution of Association. In the event of the dissolution of the Association, the Common Area shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for similar purposes for which the particular Common Area was held by the Association. To the extent the foregoing is not possible, the Common Area shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members in proportion to the number of Lots of each Member.

*5.4 Member's Rights of Use and Enjoyment. The Owner of each Lot within the Property shall have a nonexclusive right and easement for the use and enjoyment of the Common Area. Such nonexclusive right and easement shall be appurtenant to and pass with the title to the Lot of such Owner. The Association has the right to restrict the use of all common areas to Lot Owners and their guests in accordance with the Rules and Regulations of the Association. Notwithstanding this provision, in the event lakes are designated as Common Areas, the lakes shall be used exclusively by the Owners of Lots which abut such lake or lakes.

*Amended September 26, 1995 See pg.15

ARTICLE 6 - Declarant's Rights and Reservations

6.1 Period of Declarant's Right and Reservations. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Act with respect to the Association until the time that all Lots in the Property have been sold and conveyed by Declarant to non-Declarant Owners. The rights and reservations of Declarant set forth in this Act 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 easements of Declarant set forth in this Act shall be prior and superior to any other provisions of this Act

and may not, with Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Act, including any amendment of this Section. Declarant's consent to any one (1) such amendment shall not be construed as consent to any other or subsequent amendment.

ARTICLE 7 - Assessments

*7.1 Determination of Assessments. The Board has the specific right, upon a majority vote of its Members, to levy and collect (by legal proceedings if necessary) from each Owner of a Lot Subdivision an Annual Assessment in the amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the lakes and any other services generally undertaken or furnished by the Association. Any assessments 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 may use the revenue for such purposes as will, in the opinion of the majority of the Board, benefit the Members and Lot Owners; provided, however, that such Assessment when filed with the Clerk and Recorder of Mortgages shall rank only from the date of Recordation. Initial Annual Assessments shall be \$35.00 per month. Annual Assessments may be subsequently increased in accordance with Article IV, Section 1 of the ByLaws.
*Amended June 2, 2003 See pg. 22

7.2 Interest on Unpaid Assessments. All cash amounts or cash sums due pursuant to the terms of this Act or any Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid. Any Member or Owner of a Lot who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the other party.

7.3 Lien to Enforce Assessments. The Board may also elect to file a claim of lien against the Lot of the delinquent Owner or Member by recording a notice (the "Notice of Lien") setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorney's fees) which have accrued thereon; (c) the legal description and street address of the Lot against which the lien is claimed; and (d) the name of the Owner thereof as shown upon the records of the Association. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien created by the Notice of Lien shall be prior to any declaration of homestead rights. The lien created by the Notice of Lien shall be prior and superior in lien priority to any other lien, encumbrance or Mortgage encumbering such Lot; provided, however, that a previously recorded first Mortgage encumbering such Lot shall be and remain prior and superior in all respects to the lien created by the Notice of Lien. The lien created by the Notice of Lien shall secure all amounts set forth in the Notice of Lien, as well as all subsequently accruing amounts (including reasonable attorney's fees). The lien created by the Notice of Lien shall continue until the amounts secured thereby and all subsequently accruing amounts (including reasonable attorney's fees) are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs (including reasonable attorney's 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 upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of 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 created by the Notice of 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 First Mortgage shall extinguish the subordinate lien created by the Notice of Lien, but it shall not relieve the purchaser or the transferee of such Lot from liability for, or the Lot from the lien of any Assessments, late charges, interest and costs of collection (including reasonable attorney's fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorney's fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

ARTICLE 8 - General Restrictions Applicable to Property

8.1 Improvement Restrictions - There is hereby created CLEARLAKE ESTATES ARCHITECTURAL REVIEW BOARD ("Review Board"), to be composed of up to three individuals appointed by the Board. The initial members of the Review Board shall be appointed by Declarant. Except during the Appointment Period, two of the members of the Review Board must be Owners of Lots in Clearlake Estates Subdivision. The members of the Review Board shall be appointed and shall serve for one year, unless removed by the Board of Directors prior to expiration of the term. The Review Board shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Review Board, in the event any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non appealable. The first members of the Review Board are:

Dr. E. Wyman Walker
President
Clearlake Estates, Inc.
3267 East Lakeshore Drive
Baton Rouge, LA 70808

Dr. David W. Walker
Vice President
Clearlake Estates, Inc.
753 Woodview Court
Baton Rouge, LA 70810

Dr. Mark M. Walker
Vice President
Clearlake Estates, Inc.
7109 Woodstock Drive
Baton Rouge, LA 70809

Dr. Stephen B. Walker
Secretary-Treasurer
Clearlake Estates, Inc.
10024 North Magna
Baton Rouge, LA 70816

8.2 Prior Plan Approval

*8.2.1 No residence, building, fence, wall or other improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board.

*Amended June 2, 2003 See pg. 22

8.2.2 Two (2) sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned.

8.2.3 The Owner of a Lot shall not paint or decorate any portion of the exterior of any building or improvements without first obtaining written consent of the Review Board.

8.3 Size of Building

*8.3.1 No house shall be erected, altered, placed or permitted to remain on any Lot other than (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than four (4) cars, and other accessories incidental to residential use of Lot, such as swimming pools, bathhouses and/or gazebos. Private garages shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of a garage is located on the front on-half of the respective lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servant's quarters or any other detached structure may be constructed only with the prior written approval of the Review Board, evidenced by majority vote thereof.

*Amended September 26, 1995 See pg.15

*Amended July 29, 1996 See pg.17

*Amended June 2, 2003 See pg. 23

*8.3.2 Minimum allowed square footage of heated area of residence, exclusive of porches, breezeways and garages, shall be as follows:

Lake Lots	2600 square feet
Other Lots	2400 square feet

The Review Board may, at its sole discretion, approve the plan for a residence containing, exclusive of porches, breezeways and garages, less than two thousand four hundred (2,400) square feet of heated space.

*Amended September 26, 1995 See pg. 15

*Amended July 29, 1996 See pg. 17

*Amended June 2, 2003 See pg. 23

*8.3.3 In order to assure that location of improvements on Lots 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 Review Board reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site, location and orientation of any house, dwelling or other structure upon all residential Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase by Declarant, the Review Board shall approve automatically such locations for a residence.

*Amended September 26, 1995 See pg. 15 & 16

*Amended July 29, 1996 See pg. 17

8.4 Review Time Period. In the event the Review Board fails to approve or disapprove within forty-five (45) days (after any matter, including plans and specifications has been submitted to it) approval shall be deemed given by the Review Board, however, all other provisions of this Act shall continue to apply.

8.5 Side Yard Line. Unless approved in advance by the Review Board (and provided that the placement on the Lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than eight (8) feet to the sideline of a Lot, except as shown on the official subdivision plat. Front minimum building setback line shall be in accordance with the Final Plat. Rear setback minimum shall be twenty-five (25) feet from water if the Lot abuts a lake.

8.6 Construction Materials.

*8.6.1 Any residence erected, placed or altered shall **not** be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding, and not more than forty (40%) percent of the exterior, unless otherwise approved at the discretion of the Review Board, may be wood or similar building materials. All painted exteriors must have at least two (2) coats of paint.

*Amended June 2, 2003 See pg.23

*8.6.2 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps. Galvanized metal caps are not allowed.

*Amended June 2, 2003 See pg.23

*8.6.3 All windows facing any street must be wood.

*Amended June 2, 2003 See pg. 23

*8.6.4 No fence shall be erected on a Lot beyond the front building setback line of that Lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the Review Board. Any fence erected parallel to an existing pond or lake shall be located no closer than fifteen (15') feet from the water's edge, unless approved in advance by the Review Board. Fences that are perpendicular to the lake must taper down to three (3') feet high at the rear property corner, starting back from fifteen (15') feet from the corner.

*Amended June 2, 2003 See pg. 23

8.7 Roof Pitch and Ceiling Heights.

8.7.1 The minimum roof pitch shall be 7/12, unless otherwise approved by the Review Board. A-1 roofing shingles must be Architectural Style, such as Prestique Brand or equivalent.

8.7.2 All residences shall be constructed with at least eighty (80%) percent of the ceiling on the ground floor to be not less than nine (9') feet high.

8.8 Prohibition on Garage Apartments. No garage apartment shall be built on any Lot.

8.9 Utility Servitudes.

8.9.1 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Final Plat.

8.9.2 This subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by Declarant. Electric service from the electric distribution system to each residence shall be underground.

8.10 Combination of Lots. Nothing in this Act shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the two (2) Lots, which shall be considered, for the purpose of these restrictions, as one (1) Lot.

8.11 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any lot or lots may be subdivided or re-platted with written consent of the Declarant or Review Board.

8.12 Outside Antennas. No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed unless the Lot Owner obtains the written consent of the Review Board evidenced by a majority vote thereof.

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

8.14 Landscaping. Landscaping shall be installed within thirty (30) days of completion of residence. The front yard must be completely sodded with centipede or equal, in default of which the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and legal fees. All landscaping plans must be submitted to the Review Board at least seven (7) days in advance for approval.

8.15 Mailboxes. All mailboxes must be of the same design, material and paint color as approved by the Review Board. Specifications, prices and place of purchase will be provided by the Review Board before installation.

8.16 Grade Elevation. The minimum finished grade elevation of any residence or permanent structure constructed with the Property shall be as required by Baton Rouge City Parish Public Works Department.

8.17 Right of Amendment. The Declarant reserves the right to amend this Act one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment in this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana.

8.18 General Covenants, Obligations and Restrictions.

8.18.1 Use. Homes in Clearlake Estates Subdivision shall be used for residential purposes only. No part of any Lot in this subdivision shall be used for apartment houses, group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

8.18.2 Occupancy of Out-buildings. No trailer, basement, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, except as may be provided by Section 8.3 above.

8.18.3 Waste Disposal. 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 (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects. All empty garbage cans must be removed and are not allowed to remain on street curb overnight.

8.19 Parking of Mobile Homes, Vehicles and Commercial Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot covered by these covenants is prohibited. A motorboat, recreational vehicle (RV) or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept on any Lot only if kept completely hidden from view of the street, and only if housed completely within a structure which has been approved by the Review Board or only if the

location on the Lot has been approved by the Review Board in advance. There shall be allowed no overnight parking of school buses, 18-wheeler vehicle or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets of the Subdivision. There shall be allowed no routine parking of vehicles belonging to Lot Residents on the streets of the Subdivision.

8.20 No Signs. No signs of any kind, except standard real estate signs or seasonal decorations, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board or its agents.

8.21 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 property concerned.

8.22 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 Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board.

*8.23 Responsibility for Lots. Each Lot 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. Lot Owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weed, in default of which the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. The Owners of Lots encompassing any part of a pond or lake, or having frontage on any pond or lake as shown on the Final Plat shall be responsible for properly landscaping and maintaining such portion of the pond(s) and such frontage, including without limitation planting grass sod on the banks, mowing and keeping the banks free from weeds and the control of erosion. In default, the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys' fees. The maintenance of the lakes shall be as provided in this Declaration. The City/Parish of East Baton Rouge shall have no responsibility to maintain the lakes.
*Amended June 2, 2003 See pg. 24

8.24 Boats on Lakes. There shall be no motorized boats allowed, stored or operated on any lake.

Article 9 – Miscellaneous

9.1 Term of Act. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Act shall be effective until December 31, 2024, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Members holding at least seventy-five percent (75%) of the voting power of Association. The termination of this Act shall be effective upon the Recording of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Act has been terminated by the vote of Members as provided herein.

9.2 Amendment of Act by Members. Except as may otherwise be provided in this Act, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restriction, servitude or other provision contained in this Act may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members

(including Declarant) of the Association holding at least seventyfive percent (75%) of the voting power of the Association present in person or by proxy at duly constituted meetings.

9.3 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Act to the contrary, any proposed amendment or repeal of any provision of this Act or any addition hereto or any other Amendment of this Act 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 any certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Act shall terminate at such time as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

9.4 Priority of First Mortgage Over Assessment. 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 or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear and 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 Members of the Association.

9.5 Enforcement by Self Help. Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Act, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists.

9.6 Remedies Cumulative. Each remedy provided under this Act is cumulative and not exclusive.

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

9.8 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant, and any Member, 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 Act if the action or failure to act was in good faith and without malice.

9.10 Governing Law. This Act shall be construed and governed under the laws of the State of Louisiana.

9.11 Severability. Each of the provisions of this Act 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.

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

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

9.14 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 Act 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 (1) plan.

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

IN WITNESS WHEREOF, Declarant has executed this Act the 15th day of August, 1994.

Exhibit "A"

A certain parcel or tract of land, together with all the buildings and improvements thereon, situated in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, being designated as Lots 1-62, Clearlake Estates Subdivision in accordance with a final plat entitled "Final Plat for Clearlake Estates a Subdivision of Tract X-1-A-1-A Being a Portion of the Walker Estate, Second Filing, Located in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Clearlake Inc." and recorded August 4, 1994 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana as Original 58, Bundle 10531, Lots 1-62 having such measurements, dimensions, servitudes and restrictions as shown on the final plat.

Amendment to Act of Restrictions of
Clearlake Estates Subdivision

Be it known that on this 26th day of September 1995, before me, the undersigned notary public, and in the presence of the undersigned competent witness, personally came and appeared:

Clearlake Estates, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, and recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish at Original 934, Bundle 10412, on June 21, 1993, herein represented by its President, E. Wyman Walker, Jr., duly authorized by virtue of a resolution of the Board of Directors, recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish as Original _____, Bundle _____ ("Declarant")

who did depose and say that:

Recitals

Declarant is the owner, subdivider and developer of Lots 1 through 62, less and except Lots 21, 22 and 60, Clearlake Estates Subdivision ("Property").

- I. The Lots owned by Declarant constitute a majority of the total Lots in Clearlake Estates Subdivision.
- II. 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 Amendment to Act of Restrictions of Clearlake Estates Subdivision;
- III. The Declarant hereby amends the Act of Restrictions of Clearlake Estates Subdivision as set forth below:

Amendment

- 1. The definition of "Common Areas" in Article 2.11 is amended to provide as follows:

2.11 Common Areas. "Common Area" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of the Owners of a Lot, and is designated as Common Area on the Final Plat. Clearlake is not a public area and shall only be used by residents of Clearlake Estates Subdivision, their guest and their invitees. Notwithstanding the above, in the event any lake area is designated as Common Areas, the use of the lake shall be limited exclusively to the Owners of Lots which abut such lake."

- 2. Article 5.4 is amended to clarify that the use of any lake designated as Common Area is exclusively for the Owners of a Lot abutting such lake.

5.4 Members' Rights of Use and Enjoyment. The Owner of each Lot within the Property shall have a nonexclusive right and easement for the use and enjoyment of the Common Area. Such nonexclusive right and easement shall be appurtenant to and pass with the title to the Lot of such Owner. The Association has the right to restrict the use of all common areas to Lot Owners and their guests in accordance with the Rules and Regulations of the Association. Notwithstanding this provision, in the event lakes are designated as Common Areas, the lakes shall be used exclusively by the Owners of Lots which abut such lake or lakes."

- 3. Article 8.3 is amended to reduce the size of homes in Clearlake Estates Subdivision from 2,600 on Lake Lots and Lots 1 through 5 to 2,200 square feet and 2,400 on other Lots to 2,000 square feet. Article 8.3 is amended to provide as follows:

8.3 Size of Building.

8.3.1 No house shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage for not more than four (4) cars, and other accessories incidental to residential use of Lot, such as swimming pools, bathhouses and/or gazebos. Private garages shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of the garages is located on the front one-half of the respective lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servant's quarters or any other detached structure may be constructed only with the prior written approval of the Review Board, evidenced by majority vote thereof.

8.3.2 Minimum allowed square footage of heated area of residence, exclusive of porches, breezeways and garages, shall be as follows:

Lake Lots and Lots 1 through 5	2200 square feet
Other Lots	2000 square feet

The Review Board may, at its sole discretion, approve the plan for a residence on a Lot abutting a lake containing, exclusive of porches, breezeways and garages, less than two thousand two hundred (2200) square feet of heated area.

8.3.3 In order to assure that location of Improvements on Lots 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 Review Board reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site, location and orientation of any house, dwelling or other structure upon all residential Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase by Declarant, the Review Board shall approve automatically such locations for a residence.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 26th day of September, 1995.

Witnesses:

Clearlake Estates, Inc.

Second Amendment to Act of Restrictions of
Clearlake Estates Subdivision

Be it known that on this 29th day of July, 1996, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Clearlake Estates, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State Louisiana, and recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish at Original 934, Bundle 10412, on June 12, 1993, herein represented by its President, E. Wyman Water, Jr., duly authorized by virtue of a resolution of the Board of Directors, recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish as Original _____, Bundle _____ ("Declarant")

Who did depose and say that:

Recitals

Declarant is the owner, subdivider, and developer of Lot 1 through 62, less and except Lots 14, 15, 21, 22, and 60, Clearlake Estates Subdivision ("Property").

I. The Lots owned by Declarant constitute a majority of the total Lots in Clearlake Estates Subdivision.

II. 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 second Amendment to Act of Restrictions of Clearlake Estates Subdivision;

III. The Declarant hereby amends to the Act of Restrictions of Clearlake Estates Subdivision, dated September 26, 1995, as set forth below:

Amendment

I. Amendment 3 of the first Amendment to the Act of Restrictions and Article 8.3 is amended to change the size of homes in Clearlake Estates to 2400 square feet on all remaining lots. Article 8.3 is amended to provide as follows:

8.3 Size of Building

8.3.1 No house shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage for not more than four (4) cars, and other accessories incidental to residential use of Lot, such as swimming pools, bathhouses, and/or gazebos. Private garages shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of a garage is located on the front on-half of the respective lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servant's quarters or any other detached structure may be constructed only with the prior written approval of the Review Board, evidenced by majority vote thereof.

8.3.2 Minimum allowed square footage of heated area of residence, exclusive of porches, breezeways and garages, shall be as follows:

All remaining Lots	2400 square feet
--------------------	------------------

The Review Board may, at its sole discretion, approve the plan for a residence containing, exclusive of porches, breezeways and garages, less than two thousand four hundred (2,400) square feet of heated area.

8.3.3 In order to assure that location of improvements on Lots 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 Review Board reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site, location and orientation of any house, dwelling or other structure upon all residential Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase by Declarant, the Review Board shall approve automatically such locations for a residence.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 29th day of July, 1996.

**State of Louisiana
Parish of East Baton Rouge**

**Amendment to
Act of Restrictions of
Clearlake Subdivision**

Before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Clearlake Estates, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of Louisiana, and recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish at Original 934, Bundle 10412, on June 21, 1993, herein represented by its President, E. Wyman Walker, Jr., duly authorized by virtue of a resolution of the Board of Directors on file and of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana (Clearlake Estates, Inc. herein referred to as the "**Appearer**")

Who declared as follows:

Recitals

A. By the "Act of Restrictions of Clearlake Estates," recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana on August 19, 1994 at Original 947, Bundle 10534 as amended by that "Amendment of Act of Restrictions of Clearlake Estates Subdivision" recorded on October 18, 1995 at Original 851, Bundle 10635 (the "**Declaration**"), certain predial servitudes and building restrictions were created for the Clearlake Estates Subdivision (as described on Exhibit "A" attached hereto, and as designated on the Final Plat of Clearlake Estates Subdivision).

B. Appearer herein is the Declarant under the Declaration, and as such, reserved the right to make certain amendments to the Declaration for Clearlake Estates Subdivision.

C. Pursuant to these sections, the Appearer seeks to amend the Declaration to amend a Section 3.5.

Amendment

1. Section 3.5 is hereby amended in its entirety as follows:

3.5 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of five (5) Directors (or such other member as Declarant shall designate), and Declarant shall have and hereby reserves the continuing right to appoint such Directors during such Appointment Period. The "Appointment Period" shall mean the period of time commencing as of the date of recordation of this Act and continuing until the earliest occurrence of one of the following events: (a) such date as Declarant shall voluntarily relinquish its right to (i) appoint such Directors of the Board; and (ii) its right to appoint a majority of the members of the Review Board in accordance with Section 8.1 hereof or (b) December 31, 2003.

Executed by Clearlake Estates, Inc. 24th day of January, 2000 in the presence of the undersigned witnesses and notary.

Witnesses:

Clearlake Estates, Inc.

By: _____
E. Wyman Walker, President

Notary Public

Exhibit "A"

PROPERTY DESCRIPTION

A certain parcel or tract of land, together with all the buildings and improvements thereon, situated in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, being designated as **Lots 1-62, Clearlake Estates Subdivision** in accordance with a final plat entitled "Final Plat for Clearlake Estates a Subdivision of Tract X-1-A-1-A Being a Portion of the Walker Estate, Second Filing, Located in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Clearlake Inc." and recorded August 4, 1994 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana as Original 58, Bundle 10531, Lots 462 have such measurements, dimensions, servitudes and restrictions as shown on the final plat.

**State of Louisiana
Parish of East Baton Rouge**

**Fourth Amendment to
Act of Restrictions of
Clearlake Subdivision**

Before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Clearlake Estates, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of Louisiana, and recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish at Original 934, Bundle 10412, on June 21, 1993, herein represented by its President, E. Wyman Walker, Jr., duly authorized by virtue of a resolution of the Board of Directors on file and of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana (Clearlake Estates, Inc. herein referred to as the **“Appearer”**)

who declared as follows:

Recitals

a) By the "Act of Restrictions of Clearlake Estates," recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana on August 19, 1994 at Original 947, Bundle 10534 as amended by that "Amendment of Act of Restrictions of Clearlake Estates Subdivision" recorded on October 18, 1995 at Original 851, Bundle 10635, by that "Second Amendment to the Act of Restrictions of Clearlake Estates Subdivision" recorded on August 5, 1996 at Original 153, Bundle 10714, and by that "Amendment to Act of Restrictions of Clearlake Subdivision" recorded on January 24, 2000 at Original 273, Bundle 11088 (collectively, the "**Declaration**"), certain predial servitudes and building restrictions were created for the Clearlake Estates Subdivision (as described on Exhibit "A" attached hereto, and as designated on the Final Plat of Clearlake Estate Subdivision);

b) Appearer herein is the Declarant under the Declaration, and as such, reserved the right to make certain amendments to the Declaration for Clearlake Estates Subdivision; and

c) Pursuant to these sections, the Appearer hereby amends the Declaration.

Amendment

1 Section 2.1 is hereby amended in its entirety as follows:

2.1 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of the Act of Restriction and continuing until the earliest occurrence of one of the following events: (a) such date as Declarant shall voluntarily relinquish its right to (i) appoint such three (3) Directors; and (ii) its right to appoint a majority of the members of the Review Board in accordance with Section 8.1 hereof; or (b) the time upon which the Declarant has sold all Lots to non Declarant Owners."

2 Section 3.3 is hereby amended in its entirety as follows:

3.3 Membership in Association. Each Owner of a Lot shall be a Member of the Association. There shall be one (1) membership in the Association for each Lot. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the membership in the Association appurtenant to that Lot, and such membership shall automatically pass with the ownership to the Lot. Declarant shall hold a separate membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from ownership of a Lot. Membership rights shall be temporarily revoked while the Owner is delinquent on dues."

3 Section 3.5 is hereby amended in its entirety as follows:

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) such Directors during such Appointment Period."

4 Section 7.1 is hereby amended in its entirety as follows:

7.1 Determination of Assessments. The Board has the specific right, upon a majority vote of its Members, to levy and collect (by legal proceedings if necessary) from each Owner of a Lot Subdivision an Annual Assessment in the amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the lakes and any other services generally undertaken or furnished by the Association. Any Assessments 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 may use the revenue for such purposes as will, in the opinion of the majority of the Board, benefit the Members and Lot Owners; provided, however, that such Assessment when filed with the Clerk and Recorder of Mortgages shall rank only from the date of Recordation. Initial Annual Assessments shall be \$420 per year, due on April 30 of each year. Assessments may be subsequently increased in accordance with Article IV, Section 1 of the By-Laws. Notwithstanding anything to the contrary contained herein, Declarant shall not be assessed for any Lot unless and until sold by Declarant to any non-Declarant Owner or Declarant builds a residence on such Lot.

5 Section 8.2.1 is hereby amended in its entirety as follows:

8.2.1 No residence, building, fence, wall or other improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereon be made, on any Lot, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board. Construction will be stopped on ANY PROJECT that has not received approval from the Review Board.

6 Section 8.3.1 and 8.3.2 are hereby amended in their entirety as follows:

8.3 Size of Building

8.3.1 No house shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than four (4) cars, and other accessories incidental to residential use of Lot, such as swimming pools, bathhouses and/or gazebos. Private garages shall load from the side or rear and shall not face the street fronting the Lot, except garages constructed on corner lots. If any part of a garage is located on the front one-half of the respective Lot, it must have an approved garage door. Any garage door higher than eight (8') feet must have written approval from the Review Board. No garage door in excess of ten (10') feet will be allowed. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door or doors. Detached servant's quarters or any other detached structure may be constructed only with the prior written approval of the Review Board, evidenced by majority vote thereof.

8.3.2 Minimum allowed square footage of heated area of residence, exclusive of porches, breezeways and garages, shall be as follows:

Lots contiguous to the Lake	2,400 square feet
All Other Lots	2,200 square feet

The Review Board may, at its sole discretion, approve the plan for a residence containing, exclusive of porches, breezeways and garages, less than such amount specified above."

7 Section 8.6 is hereby amended in its entirety as follows:

8.6 Construction Materials.

8.6.1 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, imitation stone, aluminum or vinyl, and not more than forty (40%) percent of the exterior, unless otherwise approved at the discretion of the Review Board, may be wood or similar building materials. All painted exteriors must have at least two (2) coats of paint.

8.6.2 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps. Galvanized metal caps are not allowed.

8.6.3 All windows on the front of a home and all windows on the street side of homes on corner lots must be made of wood or wood windows with vinyl or aluminum clad provided the windows have the appearance of being made of wood.

8.6.4 No fence shall be erected on a Lot beyond the front building setback line of that Lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the Review Board. Any fence erected parallel to an existing pond or lake shall be located no closer than fifteen (15') feet from the water's edge, unless approved in advance by the Review Board. Fences that are perpendicular to the lake must taper down to five (5') feet high at the rear property corner, starting fifteen (15') feet from the corner, at which point they will be constructed of wrought iron or an approved equivalent. All fencing shall be constructed with the finished side facing outward from the Lot on which the fence is being installed."

8 Section 8.23 is hereby amended in its entirety as follows:

8.23 Responsibility for Lots. Each Lot 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. Lot Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weed, before, during and after the construction phase, in default of which the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. The Owners of Lots encompassing any part of a pond or lake, or having frontage on any pond or lake as shown on the Final Plat shall be responsible for properly landscaping and maintaining such portion of the pond(s) and such frontage, including without limitation planting grass sod on the banks, mowing and keeping the banks free from weeds and the control of erosion. In default, the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys' fees. The maintenance of the lakes shall be as provided in this Declaration. The City/Parish of East Baton Rouge shall have no responsibility to maintain the lakes.

Executed by Clearlake Estates, Inc. _____ day of June, 2003 in the presence of the undersigned witnesses and notary.

Witnesses:

Clearlake Estates, Inc.

By: _____
E. Wyman Walker, President

Notary Public

Exhibit "A"

PROPERTY DESCRIPTION

A certain parcel or tract of land, together with all the buildings and improvements thereon, situated in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, being designated as **Lots 1-62, Clearlake Estates Subdivision** in accordance with a final plat entitled "Final Plat for Clearlake Estates a Subdivision of Tract X-1-A-1-A Being a Portion of the Walker Estate, Second Filing, Located in Section 53, T-7-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Clearlake Inc." and recorded August 4, 1994 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana as Original 58, Bundle 10531, Lots 162 having such measurements, dimensions, servitudes and restrictions as shown on the final plat.