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BY *James G. McCreary*
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MASTER DECLARATION FOR

MAGNOLIA SQUARE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**MASTER DECLARATION
FOR MAGNOLIA SQUARE**

BE IT KNOWN, that on the dates indicated below, before me, the undersigned Notary Public, duly qualified in the State and Parish aforesaid, and in the presence of the undersigned witnesses personally came and appeared:

The Village at Magnolia Square LLC, a Louisiana limited liability company, whose Articles of Organization were filed with the Secretary of State of Louisiana on August 29, 2006, represented herein by its Members, James Nunnally and W. Steele Pollard, being all of its Members, whose principal mailing address is 460 Florida Street, Suite 16, Baton Rouge, Louisiana 70801 (herein referred to as "**Town Founder**");

who declared as follows:

RECITALS

1. Town Founder is the owner of the immovable property described in Exhibit "A" collectively referred to herein as the "**Property**".
2. Nothing herein shall obligate Town Founder to develop the lots as shown on the Final Plat or to dedicate any servitudes or rights shown on the Final Plat in favor of any party whatsoever, except as expressly provided herein.
3. Town Founder and its successors or assigns have developed and/or intend to develop the Property, or selected portions thereof, as a planned community accommodating a mix of commercial and single family residential and other land uses, including open space.
4. Town Founder executes this Master Declaration, affecting the property described in Exhibit "A". The following covenants, conditions, restrictions, easements, reservations, rights-of-way, 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, and their heirs, successors and assigns; further, Town Founder hereby declares that the Property shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following provisions.

ARTICLE I - 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 Purposes of Declaration. This Master Declaration is executed: (a) to maintain, protect and enhance the quality, value, desirability and attractiveness of the Property; (b) to provide for the Association (as defined herein) to be a master property owners' association and vehicle to hold, maintain, care for and manage the Property; (c) to define the duties, powers and rights of the Association; (d) to define certain duties, powers and rights of Owners of Privately Owned Sites within the Property; and (e) to provide in one document the Master Declaration.

1.2 Other Declarations and Servitudes Affecting the Property. Additional rights, duties, and powers pertaining primarily to the single family Residential Property shall be set out in a "Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square" ("**Residential Declaration**") recorded contemporaneously herewith. In addition, other Supplemental Declarations, as defined herein, may be filed affecting the Property or portions thereof.

1.3 Covenants Appurtenant. The covenants, conditions, restrictions and other provisions of the Declaration shall run with, and shall inure to the benefit of and shall be binding upon and inure to the benefit of: (a) the Property; (b) the Town Founder and its successors and assigns; (c) the Association, its successors and assigns; and (d) all Persons having or hereafter acquiring any right, title or interest in all or any portion of the Property and their respective heirs, personal representatives, successors and assigns.

1.4 Traditional Neighborhood Development. The Town Founder's intent and expectation is that the Traditional Neighborhood Development (the "**TND**") developed on the Property described above will share the following conventions:

- i) Each neighborhood within the TND is intended to be physically understood and limited in scale.
- ii) Residences, retail shops, workplaces and civic buildings are to be located within the Property, and any use may be in close proximity, as set forth herein.
- iii) A hierarchy of streets will serve the needs of pedestrians and automobile traffic.
- iv) Physically defined squares and parks will provide places for formal social activity and recreation.
- v) Civic buildings and squares are expected to reinforce the elements of the neighborhood becoming symbolic of community identity and providing places of purposeful assembly for social, cultural and religious activities.

1.5 Social Objectives. The Town Founder's intent and expectation is that the TND developed on the Property will promote the following social objectives:

- i) Bring within walking distance most of the activities of daily living, including dwelling, shopping and working;

- ii) Provide a means for citizens to come to know each other and to watch over their collective security by providing defined public spaces such as streets and squares; and
- iii) The bonding of an authentic community.

1.6 Purpose. Town Founder establishes this Declaration for this new community for the following purposes:

- i) To promote enjoyment of the natural resources of the Property and to protect and enhance its beauty;
- ii) To encourage a harmonious architecture;
- iii) To plan for the possibility of both commercial and residential uses but without the customary divisions between them that require dependence on the automobile;
- iv) To allow for eventual self-governing of the community by its owners; and
- v) To provide a guide for development that will preserve the articulated social values while allowing change when appropriate.

ARTICLE II - DEFINITIONS

This Article defines the capitalized terms used throughout the document.

2.1 Additional Property. “Additional Property” shall mean and refer to the immovable property described in Exhibit “B” which may be made subject to this Declaration in accordance with Article 3.

2.2 Alley. “Alley” shall mean a vehicular passageway designated to provide primary and service access to the rear of certain Lots. Each Alley is labeled on the Final Plat. The Alley shall be dedicated for public use.

2.3 Alley-Loaded Lot. “Alley-Loaded Lot” shall mean a Lot which is bordered on its rear Lot line (which is opposite a boundary of the Lot facing a Street) by an Alley.

2.4 Appointment Period. “Appointment Period” shall have the meaning as defined in Section 4.5 hereof.

2.5 Articles of Incorporation. “Articles of Incorporation” shall mean the Articles of Incorporation of Magnolia Square Property Owners’ Association, Inc., which have been or will be filed in the office of the Secretary of State of the State of Louisiana, as the same may be amended from time to time.

2.6 Assessment. “Assessment” shall mean a Common Assessment, a Special Assessment, a Reimbursement Assessment or any other Assessment levied hereunder or in any Supplemental Declaration.

2.7 Assessment Period. "Assessment Period" shall mean the six (6) consecutive calendar month period selected by the Board of Directors for the levying, determining and assessing of the semiannual Common Assessments under this Declaration.

2.8 Association. "Association" shall mean Magnolia Square Property Owners' Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.9 Association Functions. "Association Functions" shall mean all functions of, for and on behalf of the Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Association; (b) maintaining the Association Properties; (c) assessing and collecting Assessments; (d) incurring reasonable attorneys' fees, Managers' fees and accountants' fees; (e) obtaining casualty insurance, liability insurance and other insurance for the Association; (f) obtaining errors and omissions insurance for officers, directors and agents of the Association; (g) obtaining fidelity bonds for any Person handling funds of the Association; (h) paying real estate, personal property or other taxes levied against the Association Properties; (i) incurring filing fees, recording costs and bookkeeping fees; (j) obtaining and maintaining offices and office furniture and equipment; and (k) performing such other reasonable and ordinary administrative tasks associated with operating the Association.

2.10 Association Properties. "Association Properties" shall mean the Common Areas, Sewer Infrastructure Property and the Drainage Infrastructure Property, over all of which the Association has the obligation to maintain, and hold for the common use and enjoyment of all or certain of its Members as provided herein and/or for other purposes as may be permitted by this Declaration. The Association shall hold title to the Common Areas and shall be entitled to servitudes over the other Association Properties as described herein and shown on the Final Plat. Association Properties shall also include any other real property which the Association will either hold title or be entitled to a servitude. The Association shall have a servitude over and the right to plant, prune and maintain trees, flowers and shrubs within the space between the curb and the sidewalk on each lot, as the distance comprising this space varies from lot to lot.

2.11 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

2.12 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 and prepared pursuant to Section 8.4 hereof.

2.13 Building. "Building" shall mean any Dwelling or other building constructed on any Lot. If permitted by the Design Code, a Building may be attached to another Building and share party walls. All Buildings used primarily for detached residential purposes shall be built in accordance with the Design Code unless otherwise provided herein.

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

2.15 Commercial Property. "Commercial Property" shall mean the immovable property to be used for general commercial purposes. The Commercial Property or any portion thereof may be subject to a Supplemental Declaration.

2.16 Common Area. "Common Area" shall collectively refer to those areas owned by the Association that are not part of a lot or tract, which are for the primary use and benefit of the Owners, which areas are subject to the duties and limitations herein, and over which the Association has the obligation to maintain, and which are indicated as "GS" and followed by a letter designation as shown on the Final Plat, as amended or supplemented from time to time. Nothing herein shall prevent the Association from decreasing or otherwise amending the Common Areas and then only to the extent as shown on an approved Final Plat.

2.17 Common Assessment. "Common Assessment" shall mean the assessments made for the purpose of covering the periodic costs of repair, replacement, improvements and maintenance of the Common Areas, including but not limited to expenses incurred in connection with any Association Functions and expenses of management and administering the Association, which expenses are to be paid by the Association for the purposes provided herein and charged to the Owners or Members as provided herein.

2.18 Consumer Price Index. "Consumer Price Index" shall mean the cost of living index as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers (all Urban Consumers, United States City Average, All Items 1967-69 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor or any revision or equivalent of any such index hereafter published by the United States Government.

2.19 Declaration. "Declaration" shall mean this Master Declaration for Magnolia Square, as it may be amended and supplemented from time to time.

2.20 Design Code. "Design Code" shall mean the Master Plan and Design Code for The Village at Magnolia Square, last revised May 10, 2007, prepared by Architects Southwest, together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof; portions of the initial Design Code may be attached to and made a part of certain Supplemental Declarations. Nothing herein shall prohibit the Town Founder from amending, modifying, supplementing, altering or otherwise changing the Design Code from time to time. Architects Southwest shall maintain ownership of all copyright and other intellectual property rights pertaining to the Design Code.

2.21 Dwelling or Dwelling Unit. "Dwelling" or "Dwelling Unit" shall mean and refer to any complete building designed or intended for use and occupancy as a residence by a single family.

2.22 Final Plat. "Final Plat" shall collectively mean all final plats affecting the Property or any portion thereof, including without limitation that map entitled "Final Plat of The Village at Magnolia Square, Phase I, Part 1; Tract VMS, & Tract P-1 Being a Subdivision of a 185.70 Acre Tract of the George W. Eisworth, Sr., Property Located in Section 41, 42 & 71 Greensburg Land District G.L.D., E.B.R. Parish, Louisiana for Nunnally-Pollard Development, LLC", dated February 25, 2009 made by CSRS, Inc. and recorded on or about July 1, 2009 at

Original 982, Bundle 12164, attached hereto as Exhibit "B", along with any other final plat or any revisions thereto affecting the Property Recorded hereafter.

2.23 First Mortgage. "First Mortgage" shall mean the unreleased Mortgage of Record encumbering a Privately Owned Site which has the first lien priority over all other unreleased Mortgages of Record encumbering such Privately Owned Site.

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

2.25 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.

2.26 Magnolia Square. All references herein to either "Magnolia Square" or "The Village at Magnolia Square" shall interchangeably refer to the project described herein to be located on the property described on Exhibits "A" and "C." Magnolia Square shall be the common name used to refer to the development.

2.27 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. The Manager shall be reasonably compensated to perform these duties, powers and functions.

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

2.29 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 Privately Owned Site, encumbering the Privately Owned Site 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 Privately Owned Site.

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

2.31 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).

2.32 Neighborhood. The initial neighborhoods within Magnolia Square are as follows: (i) Residential; (ii) Townhouse; or (iii) Commercial, as they may be amended from time

to time. Each Neighborhood shall belong to one of the three Sub-Associations. The Sub-Associations are committees of the Association. Each Sub-Association shall have at least one (1) representative on the Board of the Association, as further detailed in Section 4.5. The Town Founder reserves the right to amend the Final Plat from time to time and to alter the size, dimensions and location of any Neighborhood.

2.33 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.

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

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

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

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

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

2.39 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.

2.40 Reimbursement Assessments. "Reimbursement Assessments" shall mean a charge against an Owner, Member or a Related User of Owner or Member as set forth in Section 8.12.

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

2.42 Residential Declaration. "Residential Declaration" shall mean the Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square, primarily affecting the Residential Property, filed and Recorded contemporaneously herewith.

2.43 Residential Lot. “Residential Lot” shall mean any Privately Owned Site in the Property designated for single family residential dwelling.

2.44 Residential Property. “Residential Property” shall mean the immovable property described on Exhibit “A” and any residential property subjected to a residential Supplemental Declaration in the future.

2.45 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 Section 5.14 hereof.

2.46 Special Assessments. “Special Assessment” shall mean a charge against an Owner and such Owner’s Privately Owned Site representing a portion of the costs to the Association for the purpose of funding major capital repairs, maintenance, replacements and Improvements, pursuant to the provisions of Section 8.11 hereof.

2.47 Supplemental Declaration. “Supplemental Declaration” shall mean a written instrument containing covenants, conditions, restrictions, reservations, easements, servitudes or other provisions, or any combination thereof, which is Recorded hereafter and affects any portion of the Property.

2.48 Town Founder. “Town Founder” shall mean The Village at Magnolia Square LLC, its successors and assigns. Town Founder may transfer its rights and obligations as Town Founder to another Person. A Person shall be deemed a “successor and assign” of Town Founder only if specifically so designated in a duly Recorded written instrument as a successor or assign of Town Founder under this Declaration and/or under any applicable Supplemental Declaration and shall be deemed a successor and assign of Town Founder only as to the particular rights or interests of Town Founder under this Declaration or under such Supplemental Declaration which are specifically designated in such Recorded written instrument. Notwithstanding the foregoing, a successor to Town Founder, by reason of partial or complete dissolution and distribution of its assets or by reason of consolidation or merger or by transfer pursuant to a foreclosure or dation en paiement shall automatically be deemed a successor or assign of the Town Founder under this Declaration or under any applicable Supplemental Declaration.

2.49 Townhouse Complex. “Townhouse Complex” shall mean a single-family townhouse facility to be constructed on the Townhouse Site.

2.50 Townhouse Complex Tenants. “Townhouse Complex Tenants” shall mean those Persons who occupy a Townhouse Unit in the Townhouse Complex for residential use, under a lease agreement or other arrangement with the Owner of the Townhouse Site, or its successors, assigns or agents.

2.51 Townhouse Site. “Townhouse Site” shall mean any Privately Owned Site in the Property designated for townhouses.

2.52 Townhouse Unit. "Townhouse Unit" shall mean a residential unit located or planned in the Townhouse Complex. A Townhouse Unit may be located on a zero-lot line Site.

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

ARTICLE III - ADDITIONAL PROPERTY PROVISIONS

3.1 Development of Additional Property. Town Founder hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property, or a portion thereof, to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Town Founder in accordance with the following rights, conditions, and limitations, which are the only rights, conditions and limitations on such option to make all or any portion of the Additional Property subject to this Declaration:

3.1.1 Term of Option. The option may be exercised by Town Founder at any time during a period of ten (10) years from the date of this Declaration, provided, however, that Town Founder reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such ten (10) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Town Founder, no other circumstances will terminate such option prior to the expiration of such ten (10) year period.

3.1.2 No Limitations. The description of the Additional Property as of the date hereof is set forth on Exhibit "B". Portions of the Additional Property may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

3.1.3 Rights of Town Founder. If the Additional Property, or any portion thereof, is added to this Declaration, Town Founder reserves the right to designate the size and boundaries of the lots or Privately Owned Sites and building setbacks.

3.1.4 Use Restrictions. The Additional Property, if made subject to this Declaration, shall be subject to the use restrictions contained herein and in any Supplemental Declaration to which it may be subjected.

3.1.5 Effect of Termination of Option. Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Town Founder, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Town Founder shall not be obligated to impose on the Additional Property, or any portion thereof, any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

3.1.6 Obligations. The option reserved by Town Founder to cause all or any portion of the Additional Property to be subject to this Declaration shall in no way be construed to impose upon Town Founder any obligation to add all or any portion of the Additional Property or to construct thereon any Improvements of any nature whatsoever.

3.1.7 Membership in Association. Upon exercise of the option, each Owner of a lot or Privately Owned Site on the Additional Property shall become a Member of the Association as set forth in Section 4.3 below.

3.1.8 Required Documentation. The option reserved may be exercised by Town Founder only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with a revision of or an addition to the Final Plat showing the Additional Property or such portion or portions thereof as are being made subject to this Declaration.

ARTICLE IV - ASSOCIATION OPERATIONS

This Article explains the way in which the Association is managed, the voting rights of Members, and the rights of Town Founder during the Appointment Period.

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

4.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Subject to the provisions of Section 4.5 hereof, the numbers, term, election and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and/or 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 this Declaration.

4.3 Membership in Association. Each Owner of a Privately Owned Site within the Property shall be a Member of the Association and any Sub-Association (as defined herein) relating to such Privately Owned Site. There shall be one (1) membership in the Association for each Privately Owned Site within the Property. The Person or Persons who constitute the Owner of a Privately Owned Site shall automatically be the holder of the membership in the Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with the ownership of the Privately Owned Site. Town Founder shall hold a separate membership in the Association for each Privately Owned Site owned by Town Founder. Membership in the Association shall not be assignable separate and apart from ownership of a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise and as a Member of the Association to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as

provided in this Declaration; however, in no event shall a Related User or Mortgagee be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

4.4 Sub-Associations. »

The following Sub-Associations shall function as committees of the Association: (a) Townhouse Sub-Association for the Townhouse Sites ("**Townhouse Sub-Association**"); (b) Residential Sub-Association for the Residential Lots ("**Residential Sub-Association**"); and (c) Commercial Sub-Association for the Commercial Property ("**Commercial Sub-Association**"). Each of these Sub-Associations shall have their own board of directors consisting of three (3) directors who shall be elected by the members of the respective Sub-Associations, as detailed more fully in Section 4.5 below and in the by-laws for each Sub-Association. The Townhouse Sub-Association, Residential Sub-Association and Commercial Sub-Association are collectively referred to herein as the "**Sub-Associations.**"

4.5 Voting Rights of Members. The Voting Power by which each Member shall have the right to cast votes for the election of the directors to the Association and for other matters affecting the Association as set out herein shall be as follows:

- 4.4.1 The Town Founder shall be a Class A Member of the Association. The Town Founder shall have all voting rights during the Appointment Period.
- 4.4.2 Every Owner of a Privately Owned Site which can be utilized as a detached single family residence shall be a Class B Member of the Association. Class B Members shall have one (1) vote per Privately Owned Site after the expiration of the Appointment Period and shall be members of the Residential Sub-Association.
- 4.4.3 Every Owner of a Townhouse Site shall be a Class C Member of the Association. Class C Members shall have one (1) vote per Privately Owned Site after the expiration of the Appointment Period and shall be members of the Townhouse Sub-Association.
- 4.4.4 Every Owner of a Privately Owned Site which can be utilized as retail/office shall be a Class D Member of the Association. Class D Members shall have one (1) vote per 1,200 useable square feet after the expiration of the Appointment Period and shall be members of the Commercial Sub-Association.

4.6 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of three (3) Directors, and Town Founder shall have and hereby reserves the continuing right to appoint all three Directors during the Appointment Period. During the Appointment Period, the Town Founder reserves the right to mandate that at least one member of the Board of Directors be a licensed architect, to be known as the town architect ("**Town Architect**"). If a Town Architect is deemed necessary by the Town Founder, the Town Founder shall appoint such member to the Board of Directors. The fees to pay for the services of the Town Architect shall be included as part of the budget for the Association. After the expiration of the Appointment Period, the Board of Directors shall consist of five (5) Directors.

The Members shall have the right to elect at large two (2) Directors. Additionally, each of the three (3) Sub-Associations shall appoint one (1) representative from its board of directors as a Director of the Association. The board of directors of each Sub-Association will decide among themselves who from the Sub-Association board will serve on the Board of Directors of the Association. The “**Appointment Period**” shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earliest occurrence of one of the following events: (a) such time as all Residential Lots in the Residential Property have been sold to Persons other than Town Founder; or (b) such date as Town Founder shall unanimously vote to voluntarily relinquish its right to appoint such three (3) Directors; or (c) December 31, 2019.

ARTICLE V - DUTIES AND POWERS OF ASSOCIATION

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

5.1 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 Property, including without limitation the Association Properties and to improve and enhance the attractiveness, desirability and safety of the Property, including without limitation the Association Properties.

5.2 Acceptance of Property and Facilities Transferred by Town Founder. The Association shall accept title or other rights, such as servitude rights, to any property, including any Improvements thereon and personal property transferred to the Association by Town Founder and equipment related thereto, together with the responsibility to perform any and all Association Functions, provided that such property and functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Association by Town Founder may include full ownership, servitudes, leasehold interests and licenses to use. Any property or interest in property transferred to the Association by Town Founder shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and encumbrances (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any applicable Supplemental Declaration, and easements, rights-of-way, reservations, covenants, conditions, restrictions and servitudes or other encumbrances which do not materially affect the use and enjoyment of the property by the Association or by Owners. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by Town Founder shall impose upon the Association any obligation to make monetary payments to Town Founder or any affiliate of Town Founder, including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Town Founder shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property.

5.3 Duty to Manage and Care for Property. The Association shall manage, operate, care for, maintain and repair all Association Properties and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The Association shall have a reasonable right of entry upon any Privately Owned Site to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Association Properties. The Association shall also be entitled to a servitude and right of use and access in, over, on and across areas of the Association Properties for maintenance and other purposes stated in this Declaration as described in Section 6.3.

5.4 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Association Properties owned in fee and all taxes and assessments payable by the Association. The Association shall have the right to contest in good faith any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment and provided that the Association shall keep and hold sufficient funds to pay and discharge such taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes and assessments is unsuccessful.

5.5 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable Improvements and personal property owned by the Association in fee, including coverage for vandalism and malicious mischief and, if available and if deemed appropriate by the Board of Directors, coverage for flood, earthquake and war risk.

5.6 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage, including, if the Association owns or operates motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles. Public liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable, have limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence.

5.7 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, cover each Member without each Member necessarily being specifically named. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association, each Member and any Related User of such Member and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by the Association shall, to the extent reasonably possible and provided Town Founder reimburses the Association for any additional premium payable on account thereof, name Town Founder as additional insured and shall contain a waiver of rights of

subrogation as against Town Founder and any officer, director, agent or employee of Town Founder. Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in the light of the then-current values of the Association Properties and in the light of the then-possible or potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Association Properties and/or property of Town Founder. In any insurance policies obtained by the Association, there may be named as an insured, on behalf of the Association, the Association's authorized representative (including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee), who shall, in such event, have exclusive authority to negotiate losses under any such insurance policies.

5.8 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

5.9 Intentionally Omitted.

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

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

5.12 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 by such Member of the reasonable cost of copying the same.

5.13 Power to Acquire Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners, including Improvements and personal property. The Association may construct Improvements on property and may demolish existing Improvements. The Association may make capital improvements to, and may modify the uses of, the Common Areas. For example, the Association is authorized to create parking areas within the Common Areas or to add new recreational facilities. Expenses for substantial capital improvements must be approved as part of the annual Budget, but may be assessed as a Special Assessment.

5.14 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 Declaration or any applicable Supplemental Declaration, the operation of the Association, the use and enjoyment of Association Properties and the use of any other property within the Property, including Privately Owned Sites. 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. Notice of the adoption, amendment or repeal of any Rule or Regulation shall be given

in writing to each Member at the address for notice to Members as elsewhere provided in this Declaration or in the By-Laws, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

5.15 Power to Enforce Declaration, Supplemental Declarations and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration, the provisions of any applicable Supplemental Declaration 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 and each Related User of such Member. Without limiting the generality of the foregoing, and any other remedies of the Association, the Association shall have the power to enforce the provisions of this Declaration, of any applicable Supplemental Declaration and of such Rules and Regulations by any one (1) or more of the following means: (a) by entry upon any property within the Property after Notice and Hearing (unless a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or assuring compliance with this Declaration, any applicable Supplemental Declaration or such Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, any applicable Supplemental Declaration or such Rules and Regulations, by injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration, any applicable Supplemental Declaration or such Rules and Regulations; (d) by levying and collecting, after Notice and Hearing, a Reimbursement Assessment against any Member for any breach by such Member or a Related User of such Member of this Declaration, any applicable Supplemental Declaration or such Rules and Regulations; and (e) by levying and collecting, after Notice and Hearing, reasonable fines and penalties, established in advance in such Rules and Regulations, from any Member or Related User of such Member for breach by such Member or such Related User of this Declaration, any applicable Supplemental Declaration or such Rules and Regulations.

5.16 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to a Supplemental Declaration or pursuant to an agreement in writing between the Association and such Member or group of Members which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members and that the payment of such services shall be secured by a lien on the property of the Member or group of Members.

5.17 Power to Charge for Facilities and Services. The Association shall have the power to establish reasonable charges for the use of facilities and services. The charges may include reasonable admission, use, service charges or other fees for any special or extraordinary

use of property or facilities or services of the Association such as special parking privileges, conference rooms, instruction, parties, special events and other uses of Association Properties, facilities and services. Such charges or fees shall be set forth in schedules of charges and fees adopted from time to time by the Board of Directors.

5.18 Power to Grant 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 the Property as may be reasonably necessary or useful.

5.19 Power to Convey and Dedicate Property to Government Agencies. The Association, with the approval of Members representing at least a majority of the Voting Power of the Association, shall have the power to grant, convey, dedicate or transfer any Association Properties or facilities to any public or governmental agency or authority, for such purposes and subject to such terms and conditions as the Association shall deem appropriate, subject to the provisions elsewhere contained in this Declaration which require approval of the Town Founder with respect to property transferred to the Association by Town Founder.

5.20 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and, with the approval of Members representing at least a majority of the Voting Power of the Association, to encumber Association Properties as security for such borrowing, subject to provisions elsewhere contained in this Declaration with respect to required approvals and consents to such action.

5.21 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management or Association Functions, for which the Association has responsibility under this Declaration or any applicable Supplemental Declaration, to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such Manager. Any contract or agreement with any such Manager shall be terminable by the Association for cause on no more than thirty (30) days prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety (90) days prior written notice. Any such contract or agreement shall be for a term of no more than one (1) year, but may be subject to renewal for succeeding terms of no more than one (1) year each. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Association, the Association and the Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, powers and functions. So long as Town Founder shall have the right to appoint a majority of the members of the Board of Directors as provided in Section 4.5 hereof, any management contract between the Association and a Manager shall terminate absolutely and, in any event, without cause and without payment of a termination fee, not later than thirty (30) days after the termination of Town Founder's right to vote to appoint a majority of the members of the Board of Directors.

5.22 Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the

performance of any duties or the exercise of any powers of the Association under this Declaration or any applicable Supplemental Declaration.

5.23 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 partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration 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 Declaration, under any applicable Supplemental Declaration, or under 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 Declaration, under any applicable Supplemental Declaration or under the Articles of Incorporation, By-Laws or Rules and Regulations.

5.24 Power to Establish Committees. The Association shall have the power to establish and delegate duties and powers to committees or the Neighborhood Sub-Associations, as set out in the Articles of Incorporation, By-Laws, or any Supplemental Declaration.

5.25 Common Area Regulation. The Association may make rules and regulations concerning driving and parking within Magnolia Square, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Areas. The Association may enforce any violation in accordance with Section 5.15.

5.26 Restrictions on Builders. The Association shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on any Property within Magnolia Square and to prohibit the builder or construction tradesman from working on any project or Property.

5.27 Limitation of Liability. The Association may, in its discretion, provide security within Magnolia Square and may maintain the Common Areas and enforce traffic control measures, but neither the Association nor Town Founder makes any representation or assumes any liability for any loss or injury. Further, the Association and the Town Founder shall be released and held harmless from all such liability by the Owners, Related Users, and any other Person to whom such protection is provided.

ARTICLE VI - ASSOCIATION PROPERTIES

This Article describes the rights which the Association possesses with regard to the Association Properties. The Town Founder has granted a servitude and right of use to the Association over the Drainage Infrastructure Property and Sewer Infrastructure Property to the extent not owned by the Association. This Article also describes what will happen upon damage or destruction to the Association Properties. The Article goes on to describe more particularly the rights of use granted to Owners and Townhouse Tenants, and the method by which these rights may be delegated. Finally, the Article details the use and maintenance of the Drainage Infrastructure and Sewer Infrastructure.

6.1 Right of Association to Regulate Use. The Association, acting through the Board, shall have the power to regulate the use of Association Properties by Members or Related Users of Members.

6.2 Title to Common Areas. Town Founder shall transfer, with no warranty whatsoever, and the Association shall accept, the rights and interests in the Common Areas as part of the Association Properties.

6.3 Servitude Over Other Areas. Town Founder hereby grants to the Association, and the Association hereby accepts, a servitude and right of use in, over, on and across the Drainage Infrastructure Property and Sewer Infrastructure Property for maintenance and the other purposes stated in this Declaration. Town Founder hereby grants to the Association, and the Association hereby accepts, a servitude and right of passage in, over, on and across all of the Association Properties not owned in fee for purposes consistent with its obligations herein.

6.4 No Partition of Association Properties. No Owner shall have the right to partition or seek partition of the Association Properties or any part thereof.

6.5 Liability of Members for Damage by Member. Each Member shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Member or of a Related User of such Member and for any violation by such Member or such Related User of any provision of this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, By-Laws or any Rules or Regulations. The Association shall have the power, as elsewhere provided in this Declaration and, after Notice and Hearing, to levy and collect a Reimbursement Assessment against a Member to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations or for any increased insurance premiums directly attributable to any such damage or any such violation.

6.6 Association Duties if Damage, Destruction or Required Improvements. In the event of damage to Association Properties by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction or replacement of any Association Properties, the Association shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 5.7 hereof, any insurance proceeds payable by reason of damage or destruction of Association Properties by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction or replacement. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or reconstruct Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or reconstruction of the Improvement, levy a Special Assessment in accordance with Section 8.11 hereof, or if a Member or group of Members is liable or responsible for such damage, levy a Reimbursement Assessment in accordance with Section 8.12 against the Member or group of

Members responsible therefor, to provide the additional funds necessary as elsewhere provided in this Declaration. Repair, reconstruction or replacement of Association Properties shall be done under such contracting and bidding procedures as the Association shall reasonably determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction or replacement, the Association may use the same for future maintenance, repair, construction of Improvements or operation of other Association Properties.

6.7 Association Powers in the Event of Condemnation. If any Association Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. The Association, or any trustee duly appointed by the Association, shall have the exclusive right to participate in such condemnation proceedings and to represent the interest of all Owners therein; and each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. No Owner shall be entitled to participate as a party or otherwise in any such condemnation proceedings. No provision in this Section or in this Declaration shall give an Owner, or any other Person, priority over any rights of a First Mortgagee, pursuant to its First Mortgage, in the case of distribution to such Owner of any condemnation awards for losses to, or taking of, Privately Owned Sites or Association Properties.

6.8 Title to Association Properties on Dissolution of Association. In the event of the dissolution of the Association, the Association Properties 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 a similar purpose as that which the particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties 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 Privately Owned Sites of each Member, as determined in accordance with the provisions of Section 8.3 hereof.

6.9 Rights of Use and Enjoyment. A nonexclusive right and servitude for the use and enjoyment of the Common Areas shown on the Final Plat (as such may be amended from time to time) are granted to the Owners and Townhouse Tenants for reasonable recreational purposes, subject to reasonable restrictions as determined from time to time by the Board of Directors (or its delegatee).

6.10 Nature of Rights. The rights granted in Section 6.9 shall be appurtenant to and pass with the title to the Privately Owned Site of an Owner.

6.11 Delegation of Rights to Use. Except as qualified below, an Owner may delegate such Owner's nonexclusive rights and servitudes described in Section 6.9 to any Related User of such Owner. If an Owner is a corporation, partnership or other similar entity, the Owner may delegate such rights and servitudes to such reasonable number of officers, directors, partners,

shareholders, employees, members or other natural persons with an interest in such Owner who occupy a Dwelling Unit on the Residential Lot, as may be permitted by the Rules and Regulations. The Board of Directors of the Association may adopt Rules and Regulations concerning the number of guests and invitees to whom an Owner may delegate such Owner's nonexclusive rights and servitudes under this Section. In order to utilize or enjoy any of the rights and servitudes described in Section 6.9 contract purchasers or tenants of an Owner (other than Townhouse Tenants) must agree in writing with the Association to assume all of the Owner's duties and obligations under this Declaration to pay the Assessments; provided, however, any such assumption shall not relieve the Owner of such Owner's ultimate responsibility for such duties and obligations. Mortgagees and other Persons holding an interest in a Privately Owned Site as security for a debt or the performance of an obligation shall not be entitled to utilize or enjoy any of the rights and servitudes described in Section 6.9 prior to the time such Person forecloses on its security interest and becomes an Owner of such Privately Owned Site. An Owner who does not reside on or occupy a Dwelling Unit on a Privately Owned Site shall not be entitled to utilize or enjoy any of the rights and servitudes described in Section 6.9, if a tenant or contract purchaser is occupying the Dwelling Unit on such Privately Owned Site and is, in accordance with the foregoing, entitled to use and enjoy the same. Other Persons may be entitled, from time to time, to utilize or enjoy any of the rights and servitudes described in Section 6.9 on a temporary basis, in accordance with the Rules and Regulations and subject to the provisions of this Declaration, including but not limited to customers of Owners of the Commercial Property. For home offices located in the Residential Property, so long as the Owner of the Privately Owned Site is the occupant of the home office, such Owner and his immediate family members shall have the right to utilize or enjoy any of the rights and servitudes described in Section 6.9.

6.12 No Hazardous Materials. Owners and Townhouse Tenant agree that each will comply with all applicable laws including those pertaining to environmental matters (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Federal Water Pollution Control Act and the Clean Water Act, and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"). Each Owner and Townhouse Tenant warrants that no hazardous substances or solid waste will be released or disposed of on the Sewer Infrastructure or Drainage Infrastructure. The term "hazardous substances" shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meaning specified in RCRA; provided, in the event that the laws of the state of Louisiana or federal laws establish a meaning for "hazardous substance", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

Without limiting any other indemnity by the Members contained herein, each Member hereby agrees to defend, indemnify and hold the Association, its directors, officers, agents, servants and employees and the other Members, harmless from and against any and all damages, claims, demands, causes of action, liabilities, losses, fines, costs and expenses (including,

without limitation, costs of suit, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any violation of the preceding paragraph.

6.13 Right of Public Dedication. During the Appointment Period, the Town Founder shall have the right, without obtaining the consent of the Owners, to dedicate all or any portion of the Alleys, Drainage Infrastructure Property or the Sewer Infrastructure Property being utilized to the public, however, such dedication shall be without representations or warranties. Thereafter, Owners possessing a majority of the Voting Power or the Members using or required to use the Alleys, Drainage Infrastructure Property or the Sewer Infrastructure Property may dedicate all or any portion of the Alleys, Drainage Infrastructure Property or the Sewer Infrastructure Property being utilized to the public, however, such dedication shall be without representations or warranties.

ARTICLE VII - TOWN FOUNDER'S RIGHTS AND RESERVATIONS

This Article reiterates that the Town Founder is entitled to special privileges with regard to the Association during the Appointment Period. This Article also details particular powers of the Town Founder with regard to the Property, including the Association Properties.

7.1 Town Founder's Rights and Reservations. Town Founder shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Property. The rights and reservations of Town Founder set forth in this Declaration shall be deemed excepted and reserved in each Recorded Supplemental Declaration, in each conveyance of property by Town Founder to the Association and in each deed or other instrument by which any property within the Property is conveyed by Town Founder, whether or not specifically stated therein. The rights, reservations and servitudes of Town Founder set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without the prior written consent of the Town Founder, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Town Founder's written consent to any one (1) such amendment shall not be construed as consent to any other or subsequent amendment.

7.2 Right to Construct Additional Improvements on Association Properties. Town Founder shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Association Properties at any time and from time to time for the improvement and enhancement thereof and for the benefit of the Association and Owners. Town Founder shall convey or transfer such Improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Town Founder's Rights to Use Association Properties in Promotion and Marketing of the Property. Town Founder shall have and hereby reserves the right to the reasonable use of Association Properties and of services offered by the Association in connection with the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the Property. Without limiting the generality of the foregoing, Town Founder may: (a) erect and maintain on any part of the Association Properties such signs, temporary

buildings, and other structures, including a model home, as Town Founder may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property; (b) may use vehicles and equipment on Association Properties for developmental, construction and promotional purposes; (c) may permit prospective purchasers of properties within the boundaries of the Property, who are not Owners or Members of the Association, to use or enter Association Properties at reasonable times and in reasonable numbers; and (d) may refer to the Association and to the Association Properties and services offered by the Association in connection with the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property.

7.4 Town Founder's Rights to Complete Development of the Property. No provision of this Declaration shall be construed to prevent or limit Town Founder's rights: (1) to complete the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the Property; (2) to construct or alter Improvements on any property owned by Town Founder within the Property; or (3) to post signs incidental to the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property. Nothing contained in this Declaration shall limit the right of Town Founder to: (a) excavate, cut, fill or grade any property owned by Town Founder, or to construct, alter, remodel, demolish or replace any Improvements on any of the Property or any property owned by Town Founder; or (b) use any structure on any of the Property or any property owned by Town Founder as a construction, model home or real estate sales or leasing office in connection with the sale of any Property. Town Founder shall not be required to seek or obtain the approval of the Association for any such activity by Town Founder on any of the Property or any property owned by Town Founder. Nothing in this Section shall limit or impair the reserved rights of Town Founder as elsewhere provided in this Declaration.

7.5 Town Founder's Approval of Conveyance or Changes in Use of Association Properties. During the Appointment Period, the Association shall not, without first obtaining the prior written consent of Town Founder, convey, change or alter the use of Association Properties, mortgage the Association Properties or use Association Properties other than solely for the purposes set out herein.

7.6 Town Founder's Rights to Grant and Create Servitudes. Town Founder shall have and hereby reserves the right to grant or create temporary or permanent servitudes and rights-of-way for access, utilities, drainage, water and other purposes incident to development, construction and sale of the Property, provided that such servitudes and rights-of-way do not create an unreasonable interference with the rights of the Owners.

7.7 Town Founder's Rights to Convey Additional Property to Association. Town Founder shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and Improvements thereon to the Association at any time and from time to time in accordance with this Declaration.

7.8 Limitations Imposed by Governmental Authorities. The exercise of the rights of Town Founder reserved in this Article VII shall be subject to such reasonable requirements

and limitations as may be imposed by governmental authorities having jurisdiction, including any requirements for consent or approval of such governmental authorities.

ARTICLE VIII - ASSESSMENTS, BUDGETS AND FUNDS

This Article describes the procedure the Association must follow to levy Assessments, the type of Assessments that may be levied, how Assessments will be apportioned, and declares that if Assessments remain unpaid, a late charge will be imposed and interest will accrue at a yearly rate of twelve percent (12%). It also explains the privilege granted to the Association to file a lien on the Privately Owned Site if the Assessment is delinquent. Only a first mortgage will outrank this lien, and the Association is permitted to recover attorneys' 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.

8.1 Maintenance Funds to be Established. The Association shall establish and collect Assessments for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Members and maintaining the Association Properties as may be authorized from time to time by the Board of Directors. Nothing herein imposes a requirement on the Town Founder to establish a reserve account during the Appointment Period.

8.2 Assessments. For each Assessment Period, the Association shall levy Common Assessments against Members. Each Sub-Association shall also levy Assessments against its respective members for purposes specific to such Sub-Association. Each Member shall be personally obligated to pay the Common Assessments, Special Assessments, Reimbursement Assessments and any other Assessments (as defined below) levied against, and allocated to, such Owner and the Privately Owned Site of such Owner as hereafter more particularly set forth.

8.3 Common Assessments and Apportionment. The Association shall equitably allocate all fees for maintenance of Association Properties as set out herein. Except as otherwise provided below, Common Assessments will be apportioned on a pro-rata basis based upon the total of the number of Residential Lots in the Residential Property and the total number of Townhouse Units in the Townhouse Site.

8.4 Budgets. The Board of Directors shall cause to be prepared, at least sixty (60) days prior to the commencement of each Assessment Period, a Budget for such Assessment Period, including a reasonable provision for contingencies. The Budget shall show, in reasonable detail, the categories of expenses and the amount of expenses, and shall reflect any expected income of the Association for such Assessment Period and any expected surplus. The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish or add major capital repairs, replacements and Improvements for Association Properties. The Budget shall also include amounts necessary to maintain the individual Sub-Associations within the Property. Assessments will vary for each Sub-Association, but will be equal for each Site within the same Sub-Association. The Board shall be responsible for administering, levying and collecting the Assessments for each Sub-Association. The Board shall cause a copy of the Budget to be distributed to each Member promptly after the

Budget is prepared and approved by the Board and shall cause a copy thereof to be available for viewing at the principal office of the Association.

8.5 Supplemental Common Assessments. If, in any Assessment Period, the Board levies a Common Assessment, in accordance with Section 8.3 above, the Board by majority vote may thereafter levy one (1) or more supplemental Common Assessments during such Assessment Period, if it determines that the important and essential functions of the Association may not be funded by such Common Assessment. Written notice of any change in the amount of any Common Assessment by reason of the levying of a supplemental Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

8.6 Assessment for Unsold Sites. Notwithstanding any other provisions of this Declaration which may be to the contrary, with respect to each Privately Owned Site of Town Founder, for so long as Town Founder retains title to such Privately Owned Site, whether improved or unimproved, and provided that no portion of such Site has been used or occupied for residential purposes, Town Founder shall have the option to either pay Assessments on such Site, which shall be assessed, for Assessment purposes, at a rate equal to the Assessment rate which would otherwise be applicable to such Privately Owned Site if it were owned by a non-Town Founder Owner or to fund any deficit which may exist between Assessments and the annual budget of the Association.

8.7 Commencement of Assessment. Subject to the provisions of Section 8.6 hereof, the Assessments shall commence as to each Privately Owned Site, on the first day of the first month following the date of Recordation of the first deed conveying a Privately Owned Site from Town Founder to the first non-Town Founder Owner. The Assessments for the then-current Assessment Period for each Privately Owned Site shall be prorated on the basis of the number of months in such Assessment Period remaining from the date of commencement of such Assessments to the end of such Assessment Period.

8.8 Payment of Assessment. Common Assessments shall be due and payable in advance to the Association by the assessed Member in semiannual installments and shall be due and payable on or before the first day of the first month of such Assessment Period, or in such other manner and on such other date or dates as the Board of Directors may designate in its sole and absolute discretion. Notice of the amount of the Common Assessment shall be given to each Member prior to the date when the Common Assessment is due, but the failure to do so shall not invalidate such Common Assessment.

8.9 Failure to Fix Assessment. The failure by the Board of Directors to levy an Assessment for any Assessment Period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent Assessment Period. In the event of such failure, the amount of the Common Assessment for that Assessment Period shall be, until it is subsequently modified by the Board of Directors, the amount of the Common Assessment for the previous Assessment Period. No abatement of the Common Assessment or of any other Assessment shall be claimed or allowed for inconvenience or discomfort arising

from the making of repairs or Improvements to Association Properties or from non-use of Association Properties or from any action taken to comply with any law or for any other reason, as determined by the Board of Directors, in their sole discretion.

8.10 No Disbursements to Abate Adjoining Nuisances. Nothing in this Declaration shall be construed so as to permit the Association to use any Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Property.

8.11 Special Assessments for Capital Expenditures. In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy one (1) or more additional Assessments for the purpose of raising funds, as provided in the Budget, to: (a) construct or reconstruct, repair, remodel or replace capital Improvements upon Association Properties, including necessary personal property related thereto; (b) add to the Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; or (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. Such Assessment shall be known as a "Special Assessment". The Board of Directors shall not levy Special Assessments without the vote of Members representing at least a majority of the Voting Power. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the use of the Special Assessment. The Members shall pay any such Special Assessment in the manner so specified. Special Assessments shall be apportioned in the manner determined by the Board of Directors, in its reasonable discretion.

8.12 Reimbursement Assessments. The Board of Directors may, subject to the provisions hereof, levy an Assessment against any Owner or Member if the willful or negligent failure of such Owner or Member, or a Related User of such Owner or Member, to comply with this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations shall have resulted in the expenditure of funds by the Association to remedy a problem or to cause such compliance. Such Assessment shall be known as a "Reimbursement Assessment" and shall be levied only after Notice and Hearing. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

8.13 Sub-Association Assessments. The Board of Directors may levy Assessments applicable to each Sub-Association as set out in a Supplemental Declaration. Such Assessments shall be subject to Sections 8.14 through 8.20 herein and such Assessments will be added to the Common Assessments levied by the Association.

8.14 Late Charges and Interest. If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within thirty (30) days after it is due, the Member obligated to pay such Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of any Assessment which is not paid within thirty (30) days after the date of any Notice of Default given under Section 8.15 hereof, shall bear interest from the date of such

Notice of Default to the date paid at the highest rate then established by statute in Louisiana for interest on damages for personal injury or on judgments in other actions, whichever is higher, but in no event less than twelve percent (12%) per annum simple interest.

8.15 Notice of Default and Acceleration of Assessment. If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default ("**Notice of Default**") to the Owner and to any or all Mortgagees of the Privately Owned Site. The Notice of Default shall specify: (a) the fact that the Assessment or installment is delinquent; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the Notice of Default is mailed to the Member, by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the Notice of Default may result in acceleration of the balance of the Assessment or the installments of the Assessment for the then-current Assessment Period and/or the filing and foreclosure of the lien for the Assessment against the Privately Owned Site of the Member. The Notice of Default shall further inform the Member of any right to cure the default after acceleration and of any right to bring a court action to assert the nonexistence of a default or any other defense of the Member. If the delinquent Assessment or installment and any late charge and interest thereon are not paid in full on or before the date specified in the Notice of Default, the Board, at its option, may declare all of the unpaid balance of the Assessment for such Assessment Period to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon, in any manner authorized by law or in this Declaration, subject to the protection afforded to Mortgagees hereunder. The failure or delay of Town Founder to exercise any rights hereunder shall not be deemed a waiver of such rights.

8.16 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether a Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as herein provided.

8.17 Lawsuit to Enforce Assessments. The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

8.18 Lien to Enforce Assessments. The Board may also elect to file a claim of lien against the Privately Owned Site 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 attorneys' fees) which have accrued thereon; (c) the legal description and street address of the Privately Owned Site against which the lien is claimed; and (d) the name of the Record 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 Recorded or arising after the time that the Privately Owned Site becomes part of the Property. 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 Privately Owned Site; provided, however, that a previously recorded First Mortgage encumbering such Privately Owned Site 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 attorneys' fees). The lien created by the Notice of Lien shall continue until the amounts secured thereby 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 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 Privately Owned Site, 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 Privately Owned Site from liability for, or the Privately Owned Site 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 Privately Owned Sites as a common expense.

8.19 Estoppel Certificate. Upon the payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon the written request of any Member or Mortgagee or any Person with, or intending to acquire, any right, title or interest in the Privately Owned Site of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Privately Owned Site and/or the Owner thereof and setting forth the amount of any Assessment levied against such Site which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Privately Owned Site.

8.20 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Property or any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

ARTICLE IX - GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

This Article details the use restrictions applicable to all of the Privately Owned Sites.

9.1 Application of Restrictions. All Privately Owned Sites shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. The strict application of the limitations and restrictions in this Article IX in any specific case may be modified or waived in whole or in part by the Board of Directors if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must, however, be in writing.

9.2 Maintenance of Property. The Property shall not be permitted to fall into disrepair, and all of the Property, including any Improvements and landscaping thereof, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each Privately Owned Site in the Residential Property shall be the responsibility of the Owner of such Privately Owned Site. Maintenance, repair and upkeep of Association Properties shall be the responsibility of the Association. Violation of any provision or provisions of this Article IX or of this Declaration or of any applicable Supplemental Declaration by an Owner or by a Related User of an Owner shall be grounds for the Association, through its Board of Directors or agents, after Notice and Hearing, to enter upon the Privately Owned Site of the Owner and cure the violation or cause compliance with the provision or provisions and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of the Dwelling Unit located on such Site without the consent of the Owner thereof unless a clear emergency exists.

9.3 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any of the Property, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

9.4 Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any Site which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace (including an outdoor fire pit or chiminea) designed to prevent the dispersal of burning embers.

9.5 Unsightliness. All unsightly structures, facilities, equipment (including garden and maintenance equipment), objects and conditions on Privately Owned Sites shall be enclosed within a structure, except when in actual use.

9.6 Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any Privately Owned Site except with the prior written consent of the Board of Directors obtained in each instance.

9.7 Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennas, aerials and other facilities for the transmission or reception of electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

9.8 Maintenance of Drainage. There shall be no interference with the established drainage pattern over the Property except as approved in writing by the Board of Directors. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on the drainage exhibit attached hereto as Exhibit "D" as amended from time to time. The established drainage pattern may include the drainage pattern from Association Properties over any Privately Owned Site, from any Privately Owned Site over the Association Properties, or from any Privately Owned Site over another Privately Owned Site. This Section shall not apply to Town Founder in connection with its development, construction and sale of the Property.

9.9 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on the Association Properties or a Privately Owned Site which may result in a material increase in the rates of insurance or which would result in the cancellation of any insurance maintained by the Association.

9.10 Compliance with Laws. Nothing shall be done or kept on any Association Properties or a Privately Owned Site in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

9.11 Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal systems shall be installed within a Site without the prior written consent of the Board of Directors, except central sewage disposal systems installed and maintained by a water and sanitation district or other sanitation agency providing sewage disposal services to a significant portion of the Property. Any sewage disposal system installed for a Privately Owned Site shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

9.12 Water Systems. No individual water supply system shall be installed or maintained for any Privately Owned Site unless such system is approved in writing by the Board of Directors and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water and sanitation district or other governmental authority having jurisdiction.

9.13 Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on any Privately Owned Site, the Owner thereof shall, within a reasonable time, cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Board of Directors, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Privately Owned Site to be suitably landscaped, within a reasonable time, subject to the approval of the Board of Directors, so as to present a pleasing and attractive appearance.

9.14 Animals. No animals of any kind shall be raised, bred or kept at any Privately Owned Site, other than domestic pets in limited number and subject to Rules and Regulations of the Association.

ARTICLE X - CONSTRUCTION PROCESS

This Article details the guidelines which contractors within Magnolia Square are required to follow during construction.

10.1 Jobsite. Contractors are required to fully maintain all jobsites during construction in accordance with the standards established herein, in any Supplemental Declaration or in the Design Code. Construction materials and trash shall be stored in a neat and orderly manner at all times during construction. Waste from construction materials should be removed timely in accordance with the construction process. General trash (i.e.-lunch containers, drinks, etc.) on the jobsite must be removed weekly. Failure to maintain the jobsite will result in the Association assuming the responsibility and back-charging the Owner/builder at double the direct cost. Ample notice will be given prior to such action.

10.2 Temporary Facilities. Temporary toilet facilities will be required for all jobsites. Builders with multiple jobsites may share facilities. Agreements between multiple Owners will also be accepted.

10.3 Concrete Truck Wash-out. Only pump trucks will be allowed within the Property. Concrete trucks will be allowed to wash trucks only on the given Privately Owned Site that concrete is being required. No spillover on to streets or neighboring properties will be allowed.

10.4 Damages. Any damages to streets, curbs, gutters, fences, etc. will be repaired by the Association and will be billed directly to the contractor. It will be the responsibility of the contractor to collect needed damage fees from sub-contractors as required.

10.5 Use of Neighboring Site. If the neighboring Privately Owned Site is vacant, the contractor will be granted use of the neighboring Privately Owned Site during construction as needed, provided no more than fifteen feet (15'0") of the Privately Owned Site is utilized. The contractor will be given notice of the names of neighboring Owners and will be required to contact that neighbor prior to use of the Privately Owned Site. Any damage to the neighboring Privately Owned Site by the contractor shall be repaired prior to issuance of a final certificate of occupancy. Should the neighboring Privately Owned Site already have a home under construction, then use of the Privately Owned Site will be limited to those times necessary for completion of the exterior, and only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

10.6 Loud Music. Loud radios or noise will not be allowed within the Property. Speakers mounted on vehicles or outside of houses under construction will not be permitted.

10.7 Vacant Sites. All vacant Privately Owned Sites must be maintained by the Owner. Privately Owned Sites must be kept neat and free of garbage, weeds, etc. No stockpiling of materials, plants, etc. will be allowed on vacant Privately Owned Sites without prior approval from the Association.

10.8 Protection of Trees. All contractors shall take all necessary measures to protect existing trees on a Privately Owned Site while the Privately Owned Site is under construction.

ARTICLE XI - 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.

11.1 Term of Declaration. Unless amended as herein provided, all covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2034, 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 a majority of the Voting Power of the Association present in person or by proxy at duly constituted meetings of the Association. The termination of this Declaration 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 Declaration has been terminated by the vote of Members as provided herein.

11.2 Amendment of Declaration by Members. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Town Founder 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 Members (including Town Founder) of the Association holding at least a majority of the Voting Power of the Association present in person or by proxy at duly constituted meetings. The amendment or repeal shall be effective upon the Recordation in the Parish Records of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the Members as set forth above.

11.3 Intentionally Deleted.

11.4 Required Consent of Town Founder 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 Town Founder has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Town Founder of any certificate of amendment or repeal. The foregoing requirement for consent of Town Founder to any amendment or repeal of any provision of this Declaration shall terminate at (a) such time as all Residential Lots in the Residential Property have been sold to Persons other than Town Founder; or (b) such date as Town Founder shall voluntarily relinquish such right; or (c) December 31, 2019.

11.5 Special Rights of First Mortgagees. Any First Mortgagee owning a First Mortgage encumbering any Privately Owned Site in the Property, upon filing a written request therefor with the Association, shall be entitled to: (a) written notice from the Association of any default by the Mortgagor or Owner of such Privately Owned Site in the performance of such Mortgagor's or Owner's obligations under this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, which default is not cured

within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours, including the right to examine current copies of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations and the books, records and financial statements of the Association; (c) receive a copy of the financial statements within ninety (90) days following the end of any fiscal year of the Association; (d) receive written notice of abandonment or termination of the Association or of any plan of abandonment or termination contemplated under this Declaration, any Supplemental Declaration, the Articles of Incorporation or the By-Laws; (e) receive thirty (30) days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Association Properties following a decision of the Association to assume self-management of the Association Properties; (f) written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of any proposed action which would require the consent of First Mortgagees; and (h) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Association Properties or such Privately Owned Site if the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties or such Privately Owned Site. The number of First Mortgagees who have filed such written request may be certified by the Secretary of the Association by written instrument and such certification shall be conclusively presumed to be correct.

11.6 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Privately Owned Site 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 Privately Owned Site free and clear of all claims for unpaid Assessments or charges against such Privately Owned Site which accrued prior to the time such First Mortgagee acquires title to such Privately Owned Site, other than allocation of any deficiency prorated among all Members of the Association.

11.7 First Mortgagee Right to Pay Taxes and Insurance Premiums. Any First Mortgagee or any First Mortgagees, jointly or singularly, shall be entitled to pay any taxes or other charges which are in default and which may or have become a charge against any of the Association Properties and may pay any overdue premiums on hazard insurance policies (or secure new hazard insurance coverage upon the lapse of a policy) for any Association Properties, and the First Mortgagee or First Mortgagees making such payments shall be entitled to and owed immediate reimbursement therefor from the Association.

11.8 Intentionally Deleted.

11.9 Association Right to Mortgage Information. Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Privately Owned Site to furnish information to the Association concerning the status of such Mortgage and the loan which it secures.

11.10 Intentionally Deleted.

11.11 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telegraph or facsimile copy. If served by mail, such notice shall be sent postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Person to the Association for the purpose of service of such notice, or to the Privately Owned Site of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second calendar day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed by any such Person from time to time by notice in writing to the Association.

11.12 Persons Entitled to Enforce Declaration. The Association, acting by authority of the Board, and any Owner or Member of the Association shall have the right to enforce any or all of the covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration against any of the Property and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of, or cause compliance with, any provision of this Declaration.

11.13 Violations Constitute a Nuisance. Any violation of any covenant, condition, restriction, servitude or other provision contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

11.14 Enforcement by Self Help. Town Founder 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 Declaration, provided such self help is preceded by Notice and Hearing, unless an emergency exists.

11.15 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation pertaining to the ownership, occupation or use of the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

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

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

11.18 Limitation on Liability. The Association, the Board of Directors, Town Founder, 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 Declaration, or any applicable Supplemental Declaration, if the action or failure to act was in good faith and without malice.

11.19 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Town Founder or its agents or employees in connection with any portion of the Association Properties, or any Improvement thereon, its or their physical condition, zoning, future development, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Town Founder. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Town Founder's development, construction, promotion, marketing, sale or lease of properties or Improvements within the boundaries of the Property are provided for general information purposes only, are subject to change and deletion without notice to Town Founder or any Owner, Member or Townhouse Tenant by public or governmental authorities and by others and shall not obligate Town Founder to develop, construct, promote, market, sell or lease such properties or Improvements whatsoever or in any particular manner.

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

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

11.22 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.

11.23 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.

11.24 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.

11.25 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 Association Properties; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one (1) plan.

11.26 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.

IN WITNESS WHEREOF, Town Founder has executed this Declaration this 29 day
of September, 2009.

WITNESSES:

THE VILLAGE AT MAGNOLIA SQUARE
LLC

Kimberly Jackson
Name: Kimberly Jackson
Christine F. Davie
Name: Christine F. Davie

BY: [Signature]
James H. Nunnally, Member
BY: [Signature]
W. Steele Pollard, Member

[Signature]
NOTARY PUBLIC
Name: _____
Bar Roll Number: _____

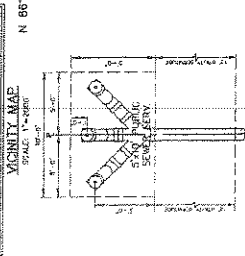
Erik C. Piazza
Bar Roll No. 29382
Notary Public, State Of Louisiana
My Commission is for Life

Exhibit "A"
Property

Lots 1 through 66 inclusive (including Lots 25-A and 25-B), and Lots 87 through 98 inclusive, as shown on the Final Plat of The Village at Magnolia Square, Phase I, Part 1; Tract VMS, & Tract P-1 Being a Subdivision of a 185.70 Acre Tract of the George W. Eisworth, Sr., Property Located in Section 41, 42 & 71 Greensburg Land District G.L.D., E.B.R. Parish, Louisiana for Nunnally-Pollard Development, LLC", dated February 25, 2009 made by CSRS, Inc. and recorded on or about July 1, 2009 at Original 982, Bundle 12164.

Exhibit "B"

Final Plat



221 40' BTG
W 7.5

TERRY GEMILL; THE TWO EXISTING BUILDINGS ARE THE N
AND TERMINAL; PROPOSED WAREHOUSE AND GARAGE BUILT
ON SITE OF EXISTING BUILDING.

WORLD, ECONOMIC, SOCIAL,
AND CULTURAL SITUATION

354 MEDICAL RECORDS FROM 14 PATIENTS AT JINSHENG HUI
IN THE JUNE 1990-1992 AND JUNE 1993-1995 PERIODS.

THESE RESULTS ARE IN ACCORDANCE WITH THE FINDINGS OF OTHER STUDIES ON THE EFFECTS OF VIBRATION ON THE HUMAN BODY.

[illegible]

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EXPORT THIS PRODUCT
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OF THE U.S. GOVERNMENT

EMERGENCY SITUATIONS OCCASIONALLY REQUIRE THE MAJOR'S ASSISTANCE WITH THE CLERK OF COURTS OFFICE.

[illegible]

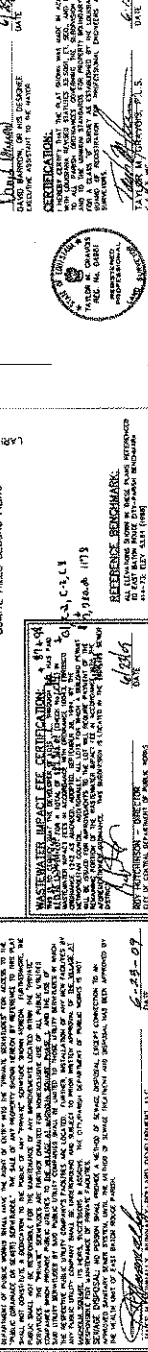
GENERAL IMPLEMENTATION PLAN APPENDIX

DEIC IMPLEMENTATION PLAN APPR

DOUGLAS' WOULD BE SHOWN OFF THE RESIDENTIAL PLOT

BUILDING INSTRUCTIONS:

RECTIONS:

[illegible][illegible]

52.75%

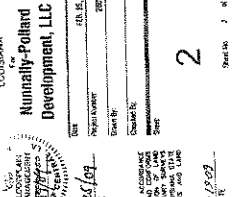
CSRS, Inc.
6707 Piedmont Road, Suite 770, Atlanta, GA 30328
Tel: 404.768.0518 Fax: 404.252.0670
Email: info@csrsinc.com
www.csrsinc.com

Final Plat
of
The Village at
Magnolia Square
Phase 1, Part 1;

12344
4.42%

TO: JOHN L. LA
AND JOYCE
MAYNARD
BY: [Signature]
NOTICE

PROJECT NUMBER: 28051-91
OWNER: State of Michigan
DESIGNER: [Redacted]
DATE: 11/1/91
SHEET: 1



TRACT 1-9-2
 MOODS EDGE SUBDIVISION
 157.32' x 35' W. - 378.0' E.
 OS-9
 COMMON AREA
 NOT A BUILDABLE SITE
 40' UTILITY SERV.
 5' WATERS SERVICE
 10' BUILDING LINE
 10' UTILITY SERVICE
 15' BUILDING LINE
 MINUTE LANE
 A (20' R/W)
 12' UTILITY SERVICE
 15' BUILDING LINE
 C-3
 BENCHMARKS:
 TOP OF GABLE END OF CHURCH
 TOP OF WALL END OF CHURCH
 (SEE 18th MAP OF CHURCH)

RECOMMENDED FOR APPROVAL

[Signature]

JOY R. HARRINGTON - DIRECTOR
CITY OF CHICAGO, DEPARTMENT OF PLANNING

APPROVED:

[Signature]
CITY OF CHICAGO, DEPARTMENT OF PLANNING

PROPOSED CHANGES:

1. CHG. OF 14.11 AC. TO 14.00 AC. (14.11 AC. TO 14.00 AC.)

2. CHG. OF 14.11 AC. TO 14.00 AC. (14.11 AC. TO 14.00 AC.)

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PROPOSED CHANGES:

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PROPOSED CHANGES:

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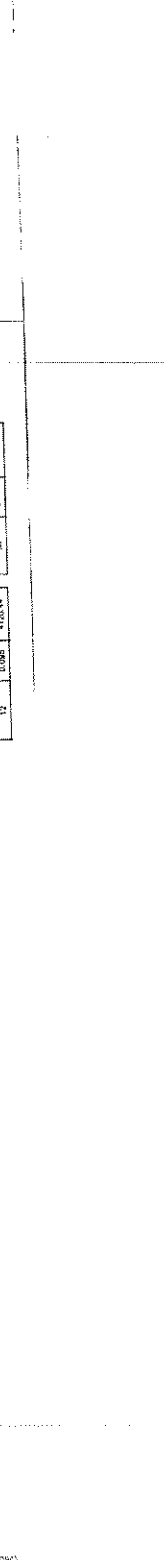
6. CHG. OF 14.11 AC. TO 14.00 AC. (14.11 AC. TO 14.00 AC.)

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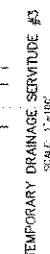
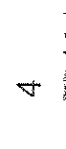


Exhibit "C"

Description of Additional Property

Item I

That certain tract or parcel of land containing 150.00 acres in Section 41 and 42, Township 6 South, Range 2 East, East Baton Rouge Parish, Louisiana, and bounded, now or formerly, as follows: Northwesternly by Comite Hills Subdivision, Cynthia Esworth Hall, The George W. Esworth, Sr. and Minette Perilloux Esworth Trust, and George W. Esworth, Jr.; Northeastly by the George Esworth, Sr. and Minette Perilloux Esworth Trust, John Gerald Theriot and E.J. Buhler; Southeasterly by E.J. Buhler and Comite Hills Subdivision and Southwesterly by Comite Hills Subdivision; being the same property acquired by Cynthia Esworth Fitch f/k/a Cynthia Gale Esworth Hall, George W. Esworth, Jr., Mary Ann Esworth Morris, Dorothy June Esworth Theriot pursuant to the following acts: i) Act of Donation dated December 31, 1979 and recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 377, Bundle 9372 (+ 62 acres); ii) Act of Donation dated December 30, 1980 and recorded December 31, 1980 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 206, Bundle 9412 (+11 acres); iii) Act of Donation dated December 28, 1981 and recorded January 5, 1982 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 767, Bundle 9473 (+ 10 acres); iv) Act of Donation dated December 27, 1982 and recorded January 11, 1983 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 228, Bundle 9544 (+ 25 acres); v) Act of Donation dated December 29, 1983 and recorded December 30, 1983 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 945, Bundle 9630 (+ 22.5 acres); and vi) Act of Donation dated December 27, 1984 and recorded December 28, 1984 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 655, Bundle 9718 (+ 19.5 acres).

Item II

That certain tract or parcel of land containing 31.14 acres in Section 71, Township 6 South, Range 2 East, East Baton Rouge Parish, Louisiana, and bounded, now or formerly, as follows: Northwesternly by M.F. Willett and r. Lovett; Northeastly by R. Lovett, D.D. Chapman, B.F. Long, Lester Hall, Donald R. Watts, and George W. Esworth, Jr.; Southeasterly by George W. Esworth, Jr. et al.; Southwesterly by Cynthia Hall and Robert Ezell; being the same property acquired by Cynthia Esworth Fitch f/k/a Cynthia Gale Esworth Hall, George W. Esworth, Jr., Mary Ann Esworth Morris, Dorothy June Esworth Theriot pursuant to the following acts: i) Act of Transfer and Trust dated October 17, 1991 and recorded November 4, 1991 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 386, Bundle 10262, and ii) Act of Termination and Transfer dated November 1, 1995 and recorded November 7, 1995 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 144, Bundle 10641.

Item III

That certain tract or parcel of land containing 2.50 acres in Section 42, Township 6 South, Range 2 East, East Baton Rouge Parish, Louisiana, and bounded, now or formerly, as follows: Northwesternly by Jeannette Lastrapes Eisworth and George W. Eisworth, Jr.; Northeasterly by Fred Keller, R.C. Ross and Emma LeBlanc and/or Lovett Road; Southeasterly by John Gerald Theriot and Southwesterly by George W. Eisworth, Jr. et al; being the same property acquired by Cynthia Eisworth Fitch f/k/a Cynthia Gale Eisworth Hall, George W. Eisworth, Jr., Mary Ann Eisworth Morris, Dorothy June Eisworth Theriot pursuant to the following acts: i) Act of Transfer and Trust dated October 17, 1991 and recorded November 4, 1991 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 386, Bundle 10262, and ii) Act of Termination and Transfer dated November 1, 1995 and recorded November 7, 1995 with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 144, Bundle 10641.

Items I through III being more fully described on survey entitled "Map Showing Boundary Survey of 185.70 Acre Remainder of the George W. Eisworth, Sr. Property Being a Portion of the J.D. Story Tract and the W.D. Edwards Tract Located in Sections 41, 42 & 71, T-6-S, R-2-E, Greensburg Land District, Louisiana for Nunnally Real Estate, Inc." dated June 14, 2006 made by CSRS, Inc. as follows:

Commence at the corner common to Sections 40, 41 and 71, T- 6-S, R-2-E, the southeasterly corner of Lot 156, Comite Hills Subdivision, Third Filing, and a found 1" axle; thence proceed North 68°14'41" East a distance of 155.00 feet to the southeasterly corner of Lot X of the George W. Eisworth Property and the Point of Beginning;

Thence proceed North 21°34'40" West a distance of 1431.04 feet; thence proceed North 68°40'05" East a distance of 669.87 feet; thence proceed South 2°11'45" West a distance of 89.85 feet; thence proceed North 86°30'07" East a distance of 208.13 feet; thence proceed South 20°41'28" East a distance of 350.93 feet; thence proceed North 68°52'04" East a distance of 131.61 feet; thence proceed South 21°04'40" East a distance of 928.38 feet; thence proceed North 68°54'54" East a distance of 699.03 feet to the westerly right-of-way line of Lovett Road; thence proceed along the westerly right-of-way line of Lovett Road South 21°02'24" East a distance of 330.00 feet; thence continue along said westerly right-of-way line along a curve to the left having a radius of 517.46 feet, the long chord of which bears South 28°54'51" East 139.15 feet, a distance of 139.58 feet; thence proceed South 64°08'39" West a distance of 189.48 feet; thence proceed South 67°01'17" West a distance of 251.85 feet; thence proceed South 22°52'35" East a distance of 712.74 feet; thence proceed South 68°06'38" West a distance of 189.92 feet; thence proceed South 21°20'34" East a distance of 1252.33 feet; thence proceed South 68°16'16" West a distance of 2194.69 feet; thence proceed North 21°42'03" West a distance of 435.10 feet; thence proceed South 68°13'41" West a distance of 478.40 feet; thence proceed North 21°41'57" West a distance

of 2026.37 feet; thence proceed North 68°14'41" East a distance of 1634.70 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

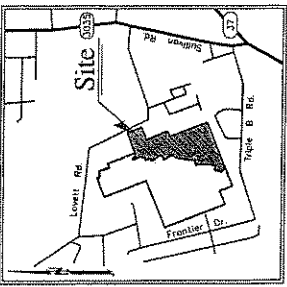
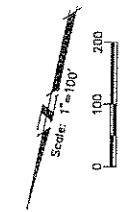
Lots 1 through 66 inclusive (including Lots 25-A and 25-B), and Lots 87 through 98 inclusive, as shown on the Final Plat of The Village at Magnolia Square, Phase I, Part 1; Tract VMS, & Tract P-1 Being a Subdivision of a 185.70 Acre Tract of the George W. Eisworth, Sr., Property Located in Section 41, 42 & 71 Greensburg Land District G.L.D., E.B.R. Parish, Louisiana for Nunnally-Pollard Development, LLC", dated February 25, 2009 made by CSRS, Inc. and recorded on or about July 1, 2009 at Original 982, Bundle 12164.

Exhibit "D"

Drainage Plan



Sheet	1
Date	June 12, 20
Project Number	20051
Drawn by	C
Checked by	G
Scale	1" = 100'



SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(Line with cross-ticks)	10' UTILITY SERV. (TYP.)	(Circle with cross)	EX. JUNCTION BOX
(Line with dots)	EX. DRAINAGE PIPE	(Circle with dot)	EX. CURB INLET
(Line with triangles)	EX. YARD DRAIN PNC	(Square with dot)	DRAINAGE AREA
(Line with circles)	STRUCTURE DESIGNATION	(Square with cross)	DRAIN AREA
(Circle with cross)	ANCHOR BOX	(Line with dots)	EXISTING CONTOURS
(Circle with dot)	CURB INLET	(Line with dots)	SURFACE DRAINING
(Circle with cross)	DRIVE INLET	(Line with dots)	AREAS BELOW 100' WL
		(Line with dots)	FLOOD PLAN



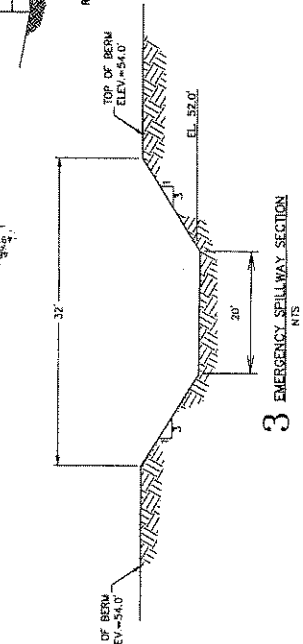
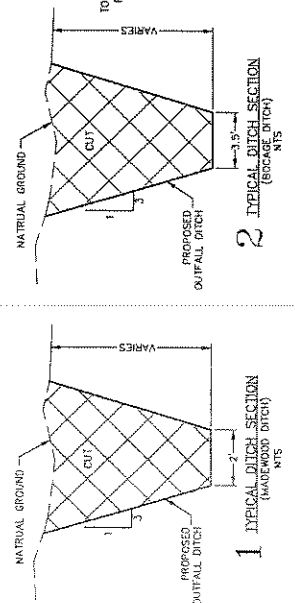
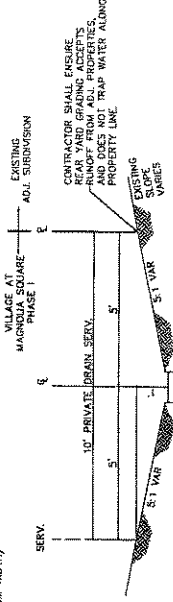
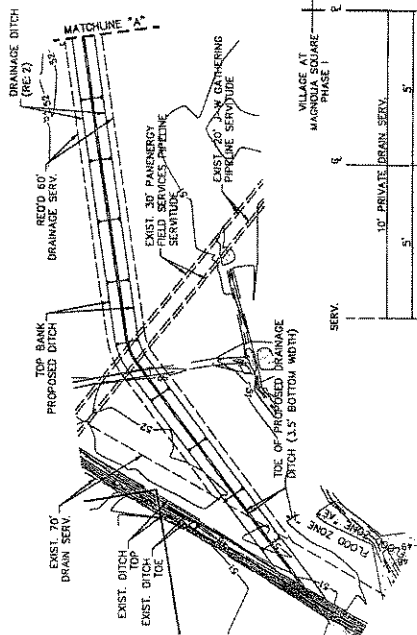
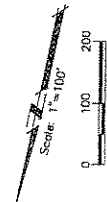
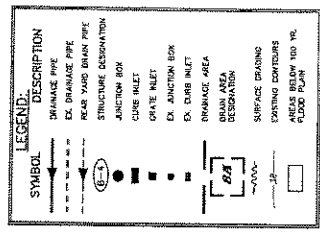
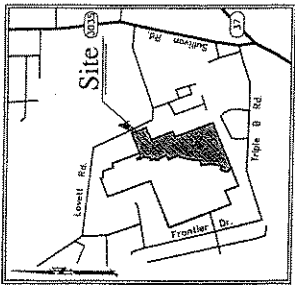
- NOTES:**
1. FLOODS DERIVED BY USING 2.50 CFS PER ACRE FOR LOTS UNLESS OTHERWISE NOTED.
 2. STORM DRAINAGE PIPE MAY BE RIBBED PVC PIPE CONFORMING TO ASTM F-774 SERIES 46 OR ASTM C-76 CLASS II REINFORCED CONCRETE PIPE WITH 12" JANTS. RCP REED WHEN PIPE IS UNDER OR WITHIN 5' OF PAVING.
 3. FLOOD ZONE = X & AE
 4. 100 YEAR FLOOD ELEVATION = 48.00'
 5. DESIGN WATER SURFACE FUTURE POND 1 = 49.46'
 6. DESIGN WATER SURFACE FUTURE POND 2 = 50.30'
 7. ALL LOTS TO BE GRADED FOR POSITIVE DRAINAGE TOWARDS STREETS.
 8. THE BASE FLOOD ELEVATION IS SUBJECT TO CHANGE AND THE CURRENT BASE FLOOD ELEVATION SHOULD BE VERIFIED WITH THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

DRAINAGE DATA					Q (cfs)
FROM	TO	SIZE (in.)	LENGTH (ft.)	AREA (Ac.)	
0	0-1	36" ^g	203	0.68	1.85
0-1	0-2	36" ^g	27	1.77	4.43
0-2	0-3	36" ^g	296	0.00	0.00
0-3	0-4	36" ^g	158	0.75	1.88
0-4	0-5	36" ^g	273	0.00	0.00
0-5	0-6	36" ^g	270	0.00	0.00
0-6	0-7	36" ^g	161	1.66	4.15
0-7	0-8	36" ^g	197	0.00	0.00
0-8	0-9	36" ^g	182	0.00	0.00
0-9	0-10	36" ^g	174	0.54	1.35
0-10	0-11	36" ^g	36	0.00	0.00
0-11	0-12	30" ^g	36	0.00	0.00
0-12	0-13	30" ^g	328	1.21	3.03
0-13	0-14	24" ^g	23	0.63	2.08
0-3	0-3-1	15" ^g	256	1.46	3.65
0-3-1	0-3-2	18" ^g	30	1.71	4.26
0-4	0-4-1	15" ^g	23	0.57	1.43
0-5	0-5-1	15" ^g	151	1.68	4.21
0-5-1	0-5-2	15" ^g	30	1.26	3.15
0-7	0-7-1	15" ^g	36	2.56	6.41
0-10	0-10-1	15" ^g	23	0.82	2.04
0-12	0-12-1	18" ^g	171	0.00	0.00
0-12-1	0-12-2	15" ^g	87	1.15	2.88
R	R-1	36" ^g	204	1.15	2.83
R-1	R-2	15" ^g	36	1.13	2.83
R-1	0-3	36" ^g	243	0.00	0.00
T	T-1	36" ^g	237	0.00	0.00
T-1	T-2	36" ^g	138	0.84	2.10
T-2	T-3	36" ^g	130	0.00	0.00
T-3	T-4	36" ^g	153	0.00	0.00
T-4	T-5	36" ^g	311	1.17	2.83
T-5	T-6	24" ^g	72	0.00	0.00
T-6	T-7	24" ^g	415	0.00	0.00
T-7	T-8	24" ^g	158	1.56	3.80
T-8	T-9	18" ^g	35	1.06	4.85
T-2	T-2-1	15" ^g	27	1.06	2.65
T-4	T-4-1	15" ^g	45	0.00	0.00
T-4-1	T-4-2	15" ^g	128	1.34	3.34
T-4-2	T-4-3	15" ^g	24	0.66	1.65
T-5	T-5-1	15" ^g	27	1.48	3.70

DRAINAGE DATA					O (cfs)
FROM	TO	SIZE (in.)	LENGTH (ft.)	AREA (Ac.)	
OUT	U-7	42"	50	1.39	3.48
U-6	U-7	42"	80	0.00	0.00
U-7	U-8	42"	124	0.00	0.00
U-8	U-9	36"	58	0.06	0.00
U-9	U-10	36"	47	0.00	0.00
U-10	U-11	36"	56	0.00	0.00
U-11	U-12	36"	215	1.26	3.47
U-12	U-13	30"	35	1.20	3.00
U-6	U-8-1	24"	35	3.08	7.70
U-7	U-7-1	18"	76	1.64	5.06
U-8	U-8-1	36"	73	0.71	1.95
U-8-1	U-8-2	36"	154	0.00	0.00
U-8-2	U-8-3	36"	131	1.30	3.58
U-8-3	U-8-4	30"	21	3.37	9.27
U-8	U-8-1-1	15"	30	0.78	1.98
U-10	U-10-1	15"	36	0.73	1.82
V-1	V-1-1	15"	68	0.49	1.23
V-2	V-2-2	15"	98	1.20	3.00
W-1	W-1-1	15"	52	0.55	1.48
W-2	W-2-1	15"	52	0.62	1.55
OUT	RVO-1	15"	20	0.06	0.21
RVO-1	RVO-2	12"	23	0.08	0.21
RVO-2	RVO-3	12"	82	0.06	0.21
RVO-3	RVO-4	12"	56	0.08	0.21
RVO-4	RVO-5	12"	114	0.08	0.21
RVO-5	RVO-6	12"	60	0.08	0.21
RVO-6	RVO-7	12"	60	0.08	0.21
RVO-7	RVO-8	12"	33	0.08	0.21
RVO-8	RVO-9	12"	33	0.08	0.21
RVO-9	RVO-10	12"	60	0.13	0.33
RVO-1	RVO-1-1	12"	70	0.06	0.21
RVO-1-1	RVO-1-2	12"	33	0.06	0.21
RVO-1-2	RVO-1-3	12"	60	0.06	0.21
RVO-1-3	RVO-1-4	12"	60	0.16	0.40
OUT	RVO-11	12"	190	0.13	0.08
RVO-11	RVO-12	12"	95	0.06	0.21
RVO-12	RVO-13	12"	60	0.14	0.35
RVO-13	RVO-14	12"	60	0.19	0.48
RVO-14	RVO-15	12"	173	0.23	0.57

DRAINAGE AREA	DRAINAGE DATA	
	ACREAGE	0 (cfs)
1	0.62	1.55
2	0.49	1.23
3	1.20	3.00
*4	0.53	1.48
*5	1.84	5.06
*6	1.30	3.59
*7	3.37	9.27
8	1.39	3.48
*9	0.71	1.95
10	1.08	2.70
11	0.73	1.82
*13	0.78	1.98
12	1.28	3.47
14	1.20	3.00
15	1.15	2.85
16	0.83	2.09
17	0.82	2.04
18	1.21	3.03
19	1.56	3.90
20	0.54	1.35
21	1.86	4.65
22	1.46	3.70
23	1.17	2.83
24	1.34	3.34
25	2.58	6.41
26	1.68	4.15
27A	0.16	0.40
27B	0.08	0.21
27C	0.08	0.21

DRAINAGE DATA		
DRAINAGE AREA	ACREAGE	Q (cfs)
27D	0.08	0.21
27E	0.08	0.21
27F	0.09	0.21
27G	0.08	0.21
27H	0.09	0.31
27J	0.08	0.21
27K	0.08	0.31
27L	0.08	0.21
27M	0.08	0.21
27P	0.13	0.33
28	1.68	4.21
29	1.71	4.28
30	0.75	1.68
31	0.57	1.43
32	1.26	3.15
33	1.13	2.83
34	1.15	2.88
35	0.86	1.85
36	1.46	3.65
37	1.77	4.43
38	0.66	1.65
39	0.84	2.10
40	1.06	2.85
41A	0.23	0.57
41B	0.19	0.48
41C	0.14	0.35
41D	0.09	0.21
41E	0.13	0.31



Drainage Exhibit
Sheet 31