

State of Louisiana
Parish of East Baton Rouge

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

**Supplemental Declaration of Covenants, Conditions and Restrictions of
Magnolia Square (Residential Property)**

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

BE IT KNOWN that on this 29th day of September, 2009, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

BY [Signature]
DEPUTY CLERK AND RECORDER

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 did depose and say that:

Recitals

- A. Town Founder is the owner of the real property (the **"Residential Property"**) described in Exhibit "A" attached to and made a part of this Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square (Residential Property) (as may be amended from time to time, this **"Supplemental Declaration"**);
- B. The Residential Property comprises a portion of a traditional neighborhood development (Zoning Ordinance # 2007-01, Case TND-C-1-06 dated February 27, 2007) known as Magnolia Square, and this Residential Property is subject to that "Master Declaration for Magnolia Square" recorded with the Office of the Clerk and Recorder of Mortgages for East Baton Rouge Parish, State of Louisiana, at Original 629, Bundle 12188
- C. Town Founder intends to subdivide and develop the Residential Property as part of the community in Magnolia Square;
- D. Town Founder believes that the establishment of a uniform plan of residential development affecting the Residential Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Supplemental Declaration will enhance the value of the Residential Property; and
- E. Town Founder intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Supplemental Declaration shall run with the Residential Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Residential Property, and their heirs, successors and assigns.

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

Article 1 General

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

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

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

1.3 Development of Residential Property. The Residential Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Supplemental Declaration. These Declarations are in addition to and supplement those declarations contained in the Master Declaration.

1.4 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 Supplemental Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Residential 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 Supplemental Declaration:

1.4.1 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 Supplemental 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.

1.4.2 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 Residential 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 Residential Property. The exercise of the option to submit a portion of the Additional Property to the Supplemental Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

1.4.3 Rights of Town Founder. If the Additional Property, or any portion thereof, is added to this Supplemental Declaration, Town Founder reserves the right to designate the size and boundaries of the Lots and building setbacks.

1.4.4 Use Restrictions. The Additional Property, if made subject to this Supplemental Declaration, shall be subject to the use restrictions contained herein.

1.4.5 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.

1.4.6 No Obligations. The option reserved by Town Founder to cause all or any portion of the Additional Property to be subject to this Supplemental 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.

1.4.7 Membership in Association. Upon exercise of the option, each Owner of a Lot on the Additional Property shall become a Member of Magnolia Square Property Owners Association, Inc. The voting rights of such membership are set forth in the Master Declaration.

1.4.8 Required Documentation. The option reserved may be exercised by Town Founder only by the execution of an amendment to this Supplemental 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 Supplemental Declaration.

Article 2 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 Supplemental Declaration in accordance with Article 1.

2.2 Appointment Period. “Appointment Period” shall mean the period of time commencing as of the date of Recordation of this Supplemental Declaration and continuing until the earlier of (a) the date on which Town Founder voluntarily relinquishes its right to appoint the members of the Design Review Board in accordance with Section 3.2; (b) the moment after all Lots in the Residential Property have been conveyed by Town Founder to non-Town Founder Owners, or (c) December 31, 2019.

2.3 Articles of Incorporation. “Articles of Incorporation” shall mean the Articles of Incorporation of Magnolia Square Property Owners’ Association, Inc., as amended from time to time.

2.4 Assessments. “Assessments” shall mean the Residential Assessments, Common Assessments, Special Assessments and Reimbursement Assessments as set forth herein and in the Master Declaration.

2.5 Assessment Period. “Assessment Period” shall mean such six (6) consecutive calendar month period selected by the Board of Directors of the Property Owners’ Association for the levying, determining and assessing of the semiannual Assessments under the Master Declaration. The Residential Assessments shall be included as part of the Assessments levied by the Board of Directors of the Property Owners’ Association.

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

2.7 Budget. “Budget” shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Property Owners’ Association in performing its functions under the Master Declaration and the By-Laws. The Property Owners’ Association shall administer the Residential Assessments along with all other Assessments. The Residential Assessments shall be included as a line item on the Budget to be assessed against the Owners of Residential Lots only.

2.8 By-Laws. “By-Laws” shall mean the By-Laws of Magnolia Square Property Owners’ Association, Inc., adopted by the Board of Directors, as amended from time to time.

2.9 Common Area. "Common Area" or "Common Areas" shall mean any portion of the Residential Property which is for the primary use and benefit of all of the Owners of Lots and which is 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 but only to the extent as shown on an approved Final Plat.

2.10 Design Review Board. "Design Review Board" shall mean Magnolia Square Design Review Board as elected by the Owners of Residential Lots pursuant to this Supplemental Declaration.

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

2.12 Final Plat. "Final Plat" shall collectively mean all final plats affecting the Residential 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, along with any other final plat or any revisions thereto affecting the Residential Property Recorded hereafter.

2.13 First Mortgage and First Mortgagee. "First Mortgage" shall mean the unreleased Mortgage of Record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of Record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

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

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

2.16 Magnolia Square. "Magnolia Square" means the property subject to the Master Declaration, as described therein.

2.17 Master Declaration. "Master Declaration" shall mean the document styled "Master Declaration for Magnolia Square" dated Sept. 29, 2009, and recorded with the Office of the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 629, Bundle 12188.

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

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

2.20 Notice and Hearing. "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors.

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

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

2.23 Property Owners' Association. "Property Owners' Association" shall refer to Magnolia Square Property Owners' Association, Inc., a Louisiana nonprofit corporation, its successors and assigns, as referred to in this Supplemental Declaration and in the Master Declaration.

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

2.25 Residential Assessment. "Residential Assessment" shall mean an assessment for costs as described in Article 5 of this Supplemental Declaration.

2.26 Residential Property. "Residential Property" shall mean the property within Magnolia Square, as described in Exhibit "A" hereto, which shall include without limitation the Residential Lots and the Common Areas.

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

2.28 Select Builder. "Select Builder" shall mean an approved builder for Magnolia Square. The initial Select Builders are as listed on Exhibit "C" attached hereto and made a part

hereof. Town Founder shall have the right to increase or decrease the number of Select Builders at any time.

2.29 Supplemental Declaration. “Supplemental Declaration” shall mean this Supplemental Declaration of Covenants, Conditions and Restrictions of Magnolia Square (Residential Property), as amended from time to time.

2.30 Town Founder. “Town Founder” shall mean The Village at Magnolia Square LLC, its successors and assigns. A person shall be deemed a “successor and assign” of the Town Founder only if specifically designated in a duly recorded written instrument as a successor or assign of Town Founder, and then only as to the particular rights or interests of Town Founder under this Supplemental Declaration. Notwithstanding the foregoing, a successor of The Village at Magnolia Square LLC receiving all or substantially all of the Residential Property owned by Town Founder by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Town Founder.

2.31 Other Definitions. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Declaration.

Article 3 Property Owners’ Association and Design Review Board

This Article explains how the Property Owners’ Association and the Design Review Board are managed as well as the levying of Residential Assessments, and appoints the members of the Design Review Board.

3.1 Property Owners’ Association. One Property Owners’ Association has been established to control and administer Magnolia Square. The Property Owners’ Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Property Owners’ Association shall have the duties, powers and rights set forth in the Master Declaration, this Supplemental Declaration, other Supplemental Declarations as adopted from time to time, the Articles of Incorporation and the By-Laws. Management, membership and voting rights in the Property Owners’ Association shall be as set out in the Articles of Incorporation, By-Laws and the Master Declaration.

3.2 Design Review Board. The Design Review Board is to be composed of up to three individuals elected by a majority vote of the Owners of the Residential Lots. The Design Review Board is a Sub-Association (as defined in the Master Declaration) of the Property Owners’ Association, formed to assist the Property Owners’ Association in carrying out its duties with regard to the Residential Property, including but not limited to, the approval or disapproval of construction plans for Improvements on Residential Lots and to advise the Board of Directors of the Property Owners’ Association of enforcement actions necessary to bring Lots in compliance with the Supplemental Declaration and the Master Declaration. In the event of a conflict between the Board of Directors and the Design Review Board, the Board of Directors will have final discretion. The initial members of the Design Review Board shall be appointed by the Town Founder. Except during the Appointment Period, two of the members of the Design Review Board shall be Owners.

3.2.1 Members. The members of the Design Review Board shall serve for three (3) year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Design Review Board are:

- a) James H. Nunnally
460 Florida Street, Suite 16
Baton Rouge, LA 70801
- b) W. Steele Pollard
460 Florida Street, Suite 16
Baton Rouge, LA 70801
- c) Mike Sullivan
Looney, Ricks, Kiss Architects, Inc.
5615 Corporate Boulevard, Suite 100
Baton Rouge, LA 70808

The initial terms shall be as follows: Three (3) years from the date of the Supplemental Declaration for James H. Nunnally, two (2) years from the date of the Supplemental Declaration for W. Steele Pollard, and one (1) year from the date of the Supplemental Declaration for Mike Sullivan. Successors shall serve full three (3) year terms.

3.3 Management and Care of Common Areas. The Design Review Board shall have such rights delegated to it by the Property Owners' Association in managing, operating, caring for, maintaining and repairing the Common Areas and keeping the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Property Owners' Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

3.4 Residential Rules and Regulations. The Design Review Board shall propose the Residential Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this or any amended or Supplemental Declaration pertaining primarily to use of the Residential Lots, the operation of the Design Review Board, and the use and enjoyment of Common Areas. Residential Rules and Regulations shall be effective only upon adoption by resolution of the Property Owners' Association. Any Residential Rules and Regulations shall be reasonably and uniformly applied. In the event of any conflict between the Residential Rules and Regulations and the Master Declaration, the Master Declaration shall prevail. In the event of any conflict between the Residential Rules and Regulations and this Supplemental Declaration, this Supplemental Declaration shall prevail. The Design Review Board shall have the power to enforce the provisions of this Supplemental Declaration and the Residential Rules and Regulations, and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

3.5 Other Duties of Design Review Board. The Design Review Board shall assist the Property Owners' Association in monitoring and enforcing the restrictions applicable to the Residential Property as set out herein (and in any other Supplemental Declarations). The Design

Review Board shall also have the other responsibilities delegated by the Board of Directors, or set out in the Articles of Incorporation, By-Laws or any other Supplemental Declaration properly adopted and filed affecting the Residential Property.

3.6 Residential Assessments. As set out in the Master Declaration, the Property Owners' Association has the right to levy and collect Residential Assessments on Residential Lots. The revenue from the Residential Assessments will be used for such purposes as will, in the opinion of the Board of Directors of the Property Owners' Association, benefit the Residential Lots and their residents and Owners, the Common Areas or any other property within Magnolia Square which may provide a benefit to the Residential Lots and their residents and Owners. Such purposes may include maintenance of Common Areas, police services, and any other services generally undertaken or furnished by such private associations of property owners. The Property Owners' Association may from time to time delegate responsibilities for Residential Assessments to the Design Review Board.

Article 4 Duties and Powers of Property Owners' Association

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

4.1 General Duties and Powers of Property Owners' Association. General duties of the Property Owners' Association are set out in the Master Declaration.

Article 5 Assessments

This Article describes the procedure the Property Owners' Association must follow to levy Assessments.

5.1 Determination of Assessments. As set out in the Master Declaration, the Board of Directors has the specific right, to levy and collect (by legal proceedings if necessary) from each Owner of a Residential Lot, Assessments in any amount it determines is necessary, for matters affecting the Residential Property, the Owners of Residential Lots, or the operation of the Design Review Board. Assessments shall be in equal amounts per Residential Lot and shall be made in writing directed to the Owner of the Lot. The Assessments shall be the personal responsibility of the Owner of each Lot, which Owner assumes such responsibility upon the purchase of a Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners. Liens and other collection rights on unpaid Assessments shall be determined as set out in the Master Declaration.

5.2 Authority. The Residential Assessments contemplated in this Supplemental Declaration are specifically authorized by Section 8.13 of the Master Declaration, and are subject to the terms and conditions therein, including without limitation, the provisions regarding the procedures for collection and enforcement contained in Sections 8.14 through 8.20 therein.

Article 6 General Restrictions Applicable to Residential Property

This Article details the specific building requirements and design specifications applicable to all Residential Lots. It also describes the procedures by which the Design Review Board performs its functions.

6.1 Restrictions on Use. The following restrictions on use shall apply equally to the Residential Property and each Residential Lot:

6.1.1 Use Restrictions. Subject to the rights of Town Founder set forth elsewhere, each Residential Lot shall be improved with a Dwelling Unit for residential living purposes and such purposes as are customarily incident thereto. Notwithstanding the foregoing, any one (1) or more of the Residential Lots may be utilized as the location for the providing of public fire, police or other security services to the Owners within the Property. There shall be no raising of livestock such as cows, pigs, sheep or rabbits. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. No church, school, assembly hall or group home of any kind (including without limitation any "community home" as defined in La R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. No more than two (2) people who are not related by blood, marriage or legal adoption shall be permitted to reside in a Dwelling Unit. Notwithstanding anything to the contrary contained herein, the Town Founder shall have the right to sell or lease one (1) or more of the Residential Lots for use as a church, school or assembly hall, in its sole discretion.

6.1.2 No Temporary Structures. No trailer, basement, shack, or barn shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on any Residential Lot and must be removed within one hundred twenty (120) days from being placed on the Residential Lot. No residence may be occupied until it has been completed in accordance with approved plans and specifications.

6.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the Design Review Board. Further, each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

6.2 Prior Plan Approval. All plans for the construction or physical alteration of any Improvements to or on a Lot shall be submitted to the Design Review Board in advance according to the following procedures:

6.2.1 Specific Plan Requirements. No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until plans and specifications prepared by either a Select Builder or by an architect of the Owner's choosing, which architect shall be approved by the Town Architect (as defined in the Master Declaration), showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the Improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Design Review Board and a copy thereof as finally approved lodged permanently with the Design Review Board. The requirement for submission and preapproval of the plans and specifications prepared by a Select Builder may be waived by the Design Review Board in its sole discretion.

6.2.2 Number of Plans. Two sets of plans, including plot plan, must be submitted for Design Review Board approval. One set of plans shall be retained by the Design Review Board and signed for approval and one set of plans shall be returned to the Owner.

6.2.3 Scope of Review. The Design Review Board shall review the plans to ascertain that the Improvements will thoroughly comply with all of the restrictions set forth in this Supplemental Declaration and the requirements of the Design Code. In order to assure that location and size of Improvements will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the intimate scale of the homes, the location of the other houses (and the placement of windows along neighboring houses to ensure privacy), large trees, common facilities and similar considerations, the Design Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific site. The criteria for approval by the Design Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Design Review Board.

6.2.4 Standards for Review. The Design Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Upon approval of the Property Owners' Association, the Design Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within Magnolia Square. These guidelines shall be utilized by the Design Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Design Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants; provided, however, that in order for the Design Review Board to issue a waiver of

compliance with such manual, such waiver must be approved by the Property Owners' Association. An Owner shall be solely responsible for ensuring that all plans and specifications comport with proper and reasonable engineering and construction procedures, and any particular fitness for use. The Design Review Board shall not review plans and specifications for such, and any liability for same is expressly disclaimed.

6.2.5 Finality of Decision. An Owner may appeal a decision made by the Design Review Board by petitioning the Board of the Property Owners' Association to review the decision. The decision reached by the Board of the Property Owners' Association shall be in its sole discretion and shall be final, binding and nonappealable.

6.2.6 Variances. The Property Owners' Association at its discretion, has the right to approve any waivers or deviations from this Supplemental Declaration that it deems are appropriate. Further, written approval of the Property Owners' Association must be obtained by an Owner for any waiver of the City of Baton Rouge/Parish of East Baton Rouge ("City/Parish") Unified Development Code the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Property Owners' Association must nevertheless receive Property Owners' Association approval. The Property Owners' Association shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.

6.2.7 Review Time Period. In the event the Design Review Board fails to approve or disapprove within forty-five (45) days any matter submitted to it without a request for waivers (including plans and specifications), approval shall be deemed given by the Design Review Board, however, all other provisions of this Supplemental Declaration shall continue to apply. The Design Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be Three Hundred and NO/100 Dollars (\$300.00) and the Design Review Board shall have the right to increase this amount from time to time. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the Design Review Board.

6.2.8 Construction Deposit. Each Owner shall cause its Select Builder to comply with the contractor rules and regulations. Prior to commencement of construction of any Improvements on any Lot, the Owner shall make (or the Owner shall cause his or her Select Builder to make) a Five Hundred and NO/100 Dollars (\$500.00) construction deposit payable to Magnolia Square Property Owners' Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Supplemental Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Design Review Board to the Property Owners' Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in Magnolia Square, "rutting" of any rights of way, servitudes or other Lots in Magnolia Square caused by

construction related vehicles, the spilling of concrete on any streets or other areas of Magnolia Square and any trash or debris dispensed in Magnolia Square. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Design Review Board or the Property Owners' Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Property Owners' Association shall have the right to impose a Reimbursement Assessment and to enforce the Reimbursement Assessment in the same manner as Reimbursement Assessments, as provided in the Master Declaration, including without limitation the right to file a lien on the Lot to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. If no violation or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Supplemental Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the Improvements and landscaping.

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

6.2.10 Foundations and Improvements. Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Design Review Board's approval of construction plans for a Lot is limited to those matters covered in this Supplemental Declaration and not structural design or engineering, for which the Design Review Board takes no responsibility.

6.2.11 Removal of Trees. No tree may be removed from a Residential Lot without the prior written approval of the Design Review Board. Trees that remain on a Residential Lot must be protected during construction. No heavy equipment, material storage nor added topsoil may be placed within the drip-line of the tree. Should the roots require severe pruning or cutting, a licensed arborist must be consulted and his recommendations submitted to the Design Review Board prior to start of work.

6.2.12 Fee to Select Builders. The Design Review Board reserves the right to charge a reasonable fee to the Select Builders for certain neighborhood expenses, including but not limited to, the planting of street trees, flowers and shrubs, construction of concrete wash out troughs, cleaning of streets, and other general maintenance items, during the period in which construction is being performed within Magnolia Square.

6.3 Restrictions on Improvements. All Improvements on each Lot shall comply with the following restrictions:

6.3.1 Design Code. All Owners have been provided with a copy of the Design Code. Details regarding materials, configurations and techniques for building walls, chimneys, porches, stoops, decks, fences, driveways, garages, roofs, windows and doors are provided in the Design Code. All Improvements must comply with the Design Code, unless a variance is granted by the Property Owners' Association as provided herein.

6.3.2 Building Typologies. Owners of Residential Lots shall choose from one of the following building typologies: (1) Creole; (2) Acadian; (3) Classical; (4) Colonial Classic; (5) Colonial Farmhouse; (6) Greek Revival; or (7) Victorian or any other typology approved by Town Founder, as the Design Code may be amended or expanded from time to time, so long as any other typology approved by Town Founder is compatible with the design of the original typologies. Each typology is subject to certain detail requirements for chimney, cladding, colors, columns, down spouts, fireplaces, foundations, porches, rafters, doors, Out Buildings (as defined in the Master Declaration), dormers, eaves, fences, railings, roofs, ridge caps, shutters, windows and lintels. The specifications for these items are provided in the Design Code for each typology.

6.3.3 Setbacks. Setbacks are detailed within the Design Code. Such setbacks may be amended, from time to time, as deemed necessary or appropriate by Town Founder, in its sole discretion, or by the Property Owners' Association.

6.3.4 Building Height. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling (not to exceed the maximum number of stories in height as indicated in the Design Code), and other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos.

6.3.5 Garages. All residences shall have a private garage of adequate size and access, not to exceed three (3) covered spaces per Dwelling Unit in Village General (as defined in the Master Declaration) and not to exceed four (4) covered spaces per Dwelling Unit in Village Edge (as defined in the Master Declaration). Carports shall not be allowed. Garage doors must comply with the Design Code in all respects.

6.3.6 Accessory Building. Gazebos, storage buildings, pigeonniers, pergolas, arbors and other detached structures should relate architecturally to the design of the residence in both form and material. As stated in Section 6.3.2 above, the specifications for Out Buildings are provided in the Design Code and vary depending on whether the Lot is located in Village Center, Village General or Village Edge (all as defined in the Master Declaration). Portable or pre-fabricated storage buildings will not be allowed. Location of accessory buildings will be individually considered by the Design Review Board and shall not affect the views of neighboring Lots.

6.3.7 Driveways and Walkways. Driveways shall be constructed of concrete, preapproved palette of brick or concrete pavers. Additional details such as brick edging, paving patterns, inlays, etc. are encouraged, and should be considered on an individual basis.

6.3.8 Parking. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall, as far as possible, be parked in garages or in parking spaces constructed on the Lot and must be completely screened from the view of any public street. Regular service personnel (i.e., maids) shall park in the rear of the Lot in an additional parking space constructed for that purpose to be approved by the Property Owners' Association. The Property Owners' Association will develop additional Rules and Regulations to govern parking of other service personnel (i.e., lawn care maintenance workers). All other temporary guests and visitors are encouraged to park on the street and walk to their destination; provided, however, that no vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Property Owners' Association shall have the authority to promulgate Residential Rules and Regulations to govern vehicle operation and parking in the Residential Property. Furthermore, although not expressly prohibited hereby, the Property Owners' Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Residential Property. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels, on any Lot covered by this Supplemental Declaration is prohibited. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

6.3.9 Fencing and Walls. Specifications for fences, garden walls, street walls and street edges are provided in the Design Code. The Design Review Board shall have the right to include mandatory fencing requirements in the Design Code for certain sections of the Property, and any of such requirements may be amended by the Town Founder at any time. No front fencing shall run parallel to the street, unless otherwise approved by the Design Review Board. All fences, garden walls, street walls and street edges on Residential Lots shall be maintained by the individual Lot Owners. Fences, garden walls, street walls, street edges and alleyways erected or constructed on Common Areas shall be maintained by the Property Owners' Association, in accordance with Section 5.1. All fences, garden walls, street walls and street edges are subject to approval by the Design Review Board. The Design Review Board may take fire code requirements as a factor into consideration of the approval of the location of a fence; provided, however, approval of a location by the Design Review Board does not mean compliance with the fire code requirements and such compliance must be verified by the Owner himself.

6.3.10 Exterior Materials. Building walls must be made of wood, stucco, brick or hardiplank. Fake hardiplank, textured hardiplank and vinyl siding are not allowed. Vinyl soffits and other brands of cement fiber board may be acceptable, as determined by the Design Review Board in their sole discretion. Additional details and requirements are provided in the Design Code.

6.3.11 Window Coverings. Interior window coverings will be required at all windows, including garage and false windows, unless approved otherwise. All window coverings shall be lined or constructed with neutral colors so as to not detract from the exterior of the home. The use of foil, sheets, paper or other inappropriate material will not be allowed.

6.3.12 Remodeling and Additions. Any and all work done to the residence, that affects the exterior appearance of the home must have prior approval from the Design Review Board. This includes, but is not limited to, painting, additions, landscape features, fencing, etc.

6.3.13 Common Areas. No work will be permitted beyond individual Residential Lot lines. The use of steps, decks, terracing, etc. within the Common Areas is prohibited.

6.3.14 Courtyards. Courtyards utilizing privacy walls are encouraged as a means of creating private outdoor space within the confines of the Residential Lots. Drainage and paving issues must be considered in the design of the landscape of these areas. Plant materials should be carefully selected and should be appropriate to the scale of the space. The planting of large trees within these spaces is discouraged.

6.3.15 Play Yards. The use of moderately scaled play equipment, play yards or basketball goals are allowed within the Residential Lots. Oversized items such as trampolines will not be allowed. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the Design Review Board prior to installation.

6.3.16 Pet Yards. Pet yards must be carefully considered as to their placement on the Lot. Pet yards should be part of the overall landscape or screened from view from the street. The use of chain-link enclosures is prohibited. Pet yards should be sized accordingly for the size and number of pets contained.

6.3.17 Driveways. In an effort to prevent driveways on adjoining Lots from being located adjacent to each other along a common side property line, the driveway locations for Lots will be determined by the Design Review Board on a per Lot basis. In all cases adjoining drives shall be separated by a "green" landscaped area. Unless otherwise approved by the Design Review Board, from the front property line back twenty-five (25) feet, these "green" areas shall be a minimum of eight (8) feet wide and from the 25' point back to the rear property line, the green areas separating adjoining

driveways shall be a minimum of five (5) feet wide. These "green" areas shall be landscaped with a combination of grass sod, shrubs and trees as approved by the Design Review Board in order to achieve a visual separation.

6.4 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated on the drainage layout plan attached to the Master Declaration as Exhibit "D". Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners through any noted servitude or drainage swale. Owners will be required to keep drainage inlets at the rear areas of homes free and clear of debris. The Select Builder shall install rear yard drainage, if necessary, to comply with the requirements of this Section. The Design Review Board or any other Owner shall have the right to bring legal action to enforce this restriction. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

6.5 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within twelve (12) months following the pouring of the foundation for that building. Select Builders shall be required to use a wash out trough during construction. If such Improvements are not completed within the time period specified in this section, then the Property Owners' Association shall remove the debris from the Lot and restore the landscaping to its original condition. The Property Owners' Association shall have the right to assess the Owner for an administrative fee in an amount equal to the restoration costs as a Reimbursement Assessment (as defined in the Master Declaration), as well as the forfeiture of the construction deposit.

6.6 Combination of Lots. Subject to the approval of the Design Review Board, nothing in this Supplemental Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered for the purpose of this Supplemental Declaration, specifically for the purpose of Assessments, as one (1) Lot. However, the house must be on a scale comparable to other houses on the same street. The house may straddle the two (2) Lots, but, to the extent possible, the adjacent property is to be used for a yard or accessory buildings.

6.7 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Town Founder or Design Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a street without obtaining the consent of the Design Review Board and of two-thirds (2/3) of the Lots on the affected street.

6.8 Landscaping. Landscaping plans must be submitted to the Design Review Board for approval prior to installation. The entire front yard must be landscaped prior to issuance of a final certificate of occupancy. This requirement may be waived given proven weather restraints at the time of completion. Complete sodding of the front yard is required within thirty (30) days of completion. At Lots with multiple street fronts, sod must be provided at all street facing sides. Trees must be protected during construction. Unless waived by the Design Review Board, each Lot must contain the number of Class A trees, as required by the Design Review Board, as such requirement may be amended from time to time. Landscaping is required to screen mechanical

equipment, play yards and parking areas from view of the street and to enhance the overall privacy of Lots. Only barricades approved by the Design Review Board will be allowed. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Property Owners' Association the sum of Fifty and NO/100 Dollars (\$50.00), as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Property Owners' Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorneys' fees, and the Property Owners' Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment set forth in the Master Declaration.

6.9 Mailboxes. A cluster mailbox servicing all Owners of Lots in the Residential Property will be provided in one of the neighboring commercial buildings at a location to be specified by the Town Founder.

6.10 Grade Elevation. The minimum finished grade of elevation of any residence or permanent structure constructed within the Residential Property shall be as required by the City/Parish Department of Public Works and the Design Code.

6.11 Parking of Mobile Homes, Vehicles and Commercial Vehicles. A motorboat, or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept if completely hidden from view of the street, and only if housed completely within a garage which has been approved by the Design Review Board. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets of Magnolia Square. No nonoperable broken vehicles may be visible from the street or adjacent properties.

6.12 Pets. No pet shall be allowed to leave its excrement on any Lot or Common Area. Pets shall not be permitted upon any Lot or Common Area unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet upon any Residential Lot shall be deemed to have indemnified and agreed to hold the Property Owners' Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Residential Property. All pets shall be registered with the Property Owners' Association and shall otherwise be registered and inoculated as required by law. The Property Owners' Association may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Property Owners' Association resulting from the presence of such pets.

6.13 No Signs. No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Design Review Board or its agents. For those signs permitted herein, the maximum size shall be twenty inches (20") by thirty inches (30"). Real estate signs offering property "for sale" shall be of a uniform design as approved by the Design Review Board. Notwithstanding the foregoing, all signs, specifically including, but not limited to, any signage erected by contractors and subcontractors working within the Residential

Property, shall be approved by the Design Review Board and shall comply with any local signage ordinances established by the City of Central, Louisiana, as such ordinances may be amended from time to time.

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

6.15 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, including the strip of land between the sidewalk and the street, and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Design Review Board may cause such work to be performed and may charge the Owner double the cost of maintenance. Ample notice will be given prior to this action. Any amounts incurred by the Design Review Board or the Property Owners' Association in this regard shall be considered a Residential Assessment and enforced in accordance with Article 5. The Alleys (as defined in the Master Declaration) have been dedicated to the public as stated on the Final Plat.

6.16 Lease Agreements. An Owner may rent or lease a Dwelling Unit constructed on such Owner's Residential Lot for residential living purposes for a term of at least thirty (30) days, pursuant to a written lease or rental agreement. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Supplemental Declaration, the Master Declaration, the Articles of Incorporation, the By-Laws, the Residential Rules and Regulations and shall provide that failure by the lessee of such Dwelling Unit to comply with the terms of any such documents shall constitute a default under the lease or rental agreement.

6.17 Electrical and Sound Equipment. No Owner shall install outside on his Lot any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Design Review Board. Notwithstanding the foregoing, in order to comply with the Telecommunications Act promulgated by the FCC, nothing herein shall be construed to prohibit or impair the installation, maintenance or use of the following:

- a. antennas that (i) are one meter or less in diameter, and (ii) are used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;
- b. antennas that (i) are one meter or less in diameter or diagonal measurement, and (ii) are used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite;

- c. antennas that are used to receive television broadcast signals; or
- d. a mast supporting any of the antennas described in sections (a), (b) or (c) above;

provided, however, that the Design Review Board retains the right to dictate where these items should be located. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Lot shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside such Lot. Satellite reception devices other than those described above are prohibited, except as the Design Review Board may approve.

6.18 Garbage and Trash. No refuse, garbage, trash or scrap lumber or metal; and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or container or unless appropriately screened from view in accordance with Section 6.1.3, except that any refuse container containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

6.19 Clearing of Lots. All Lots must be cleared at the expense of the Owner. The first fifty feet (50') of the Lot must be cleared within ninety (90) days after the purchase of the Lot, although the rest of the Lot does not need to be cleared until after the plans for the construction of the house have been completed, so as to provide the Owners with the option of utilizing the existing trees in their plans. Notwithstanding the above, all Owners shall be required to reasonably maintain the entire Lot after six (6) months have elapsed from the date of purchase of the Lot, even if no construction of improvements on the Lot has begun, in an aesthetically pleasing manner so as to prevent overgrowth of grass, weeds and other vegetation on the Lot. Any clearing which shall be necessary for construction of Improvements on the Lot, including trees and stumps, shall be the sole responsibility of the Owner.

6.20 Underground Utilities. Magnolia Square will be served by underground utilities only. Electric service from the electric distribution system to each Lot shall be underground. Owners shall be required to utilize the pre-installed natural gas service for water heaters and home heating units or to reimburse the Town Founder for the installation costs on a per Lot basis prior to commencement of construction. The cost is currently estimated to be \$445.00 per Lot but the reimbursement shall not be limited to this amount should the actual cost be higher. Utility pedestals shall be located within the five foot (5') area between the driveway and the property line of each Lot. Conduit installation shall be required from the electrical pedestals to the utility meters.

Article 7 Miscellaneous

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

7.1 Right of Amendment. During the Appointment Period, the Town Founder reserves the right to amend this Supplemental Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Town Founder.

Any amendment of this Supplemental Declaration shall be in writing and shall be effective when filed for Recordation in East Baton Rouge Parish, State of Louisiana. The amendment may increase or decrease Lot sizes, square footage requirements, or other amendments as determined by the Town Founder to be in furtherance of the development of the Residential Property.

7.2 Term of Supplemental Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Supplemental 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 Owners holding a majority of the Voting Power (as defined in the Master Declaration) of the Property Owners' Association. The termination of this Supplemental Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Property Owners' Association, stating that this Supplemental Declaration has been terminated by the vote of Owners as provided herein.

7.3 Amendment of Supplemental Declaration by Owners. Except as may otherwise be provided in this Supplemental 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 Supplemental Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the members holding a majority of the Voting Power of the Property Owners' Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease Lot sizes, square footage requirements, or other amendments as determined by the Owners.

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

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

7.6 Enforcement by Self Help. Town Founder or the Property Owners' 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 Supplemental

Declaration, provided such self help is preceded by Notice and Hearing, unless an emergency exists. The Town Founder and Property Owners' Association shall have such other enforcement rights as allowed or granted under law.

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

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

7.9 Limitation on Liability. The Property Owners' Association, the Board of Directors, the Design Review Board, Town Founder, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Supplemental Declaration if the action or failure to act was in good faith and without malice.

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

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

7.12 Severability. Each of the provisions of this Supplemental 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.

7.13 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.

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

7.15 Mergers or Consolidations. Upon a merger or consolidation of the Property Owners' Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated property owners' 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 Property Owners' 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 Supplemental Declaration governing the Residential Lots or Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

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

7.17 No Limitation. Nothing in this Supplemental Declaration is intended to limit or otherwise affect the Property Owners' Association's rights as set out in the Master Declaration.

Signatures on Following Page

IN WITNESS WHEREOF, Town Founder has executed this Supplemental Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Kimberly Jackson
Name: Kimberly Jackson

Christine F. Davis
Name: Christine F. Davis

Town Founder:
The Village at Magnolia Square LLC

By: [Signature]
James H. Nunnally, Authorized
Member

By: [Signature]
W. Steele Pollard, Authorized
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"

Legal Description of Residential 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"

Legal 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 Eisworth Hall, The George W. Eisworth, Sr. and Minette Perilloux Eisworth Trust, and George W. Eisworth, Jr.; Northeasternly by the George Eisworth, Sr. and Minette Perilloux Eisworth Trust, John Gerald Theriot and E.J. Buhler; Southeasternly by E.J. Buhler and Comite Hills Subdivision and Southwesternly by Comite Hills Subdivision; 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 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; Northeasternly by R. Lovett, D.D. Chapman, B.F. Long, Lester Hall, Donald R. Watts, and George W. Eisworth, Jr.; Southeasternly by George W. Eisworth, Jr. et al.; Southwesternly by Cynthia Hall and Robert Ezell; 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.

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.; Northeasternly by Fred Keller, R.C. Ross and Emma LeBlanc and/or Lovett Road; Southeasternly 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, T6-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:

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 "C"

List of Approved Builders for Magnolia Square

The initial Select Builders are:

- 1) Rabalais Homes, LLC
- 2) Fetzer Properties of Louisiana, LLC
- 3) Spicer Construction, Inc.

All Select Builders are required to:

- 1) have an office or established place of business;
- 2) have experience in building homes of a similar size, quality and price range;
- 3) have not incurred any violations of City / Parish rules;
- 4) have a financial net worth of \$100,000;
- 5) have financial statements prepared in accordance with GAAP available for inspection;
- 6) have no known defaults under any construction contracts, loan agreements, mortgages or any other agreements to which such Select Builder is a party;
- 7) have at least 3 references from former clients.

In the event that a Select Builder decides to no longer work within Magnolia Square, a new Select Builder shall be appointed by the Town Founder.