

***Residential Declaration of Covenants, Conditions, and Restrictions***

***for***

***Benton at Magnolia Woods***

**BEFORE ME**, the undersigned Notary Public, duly authorized, and in the presence of the undersigned witnesses, personally came an appeared:

**THE VILLAGE AT MAGNOLIA WOODS, LLC**, a Louisiana limited liability company, having its principal place of business in East Baton Rouge Parish, whose address is 1700 City Farm Drive, Baton Rouge, Louisiana 70806, represented by Thomas Gose, Jr., its duly authorized Manager (hereinafter referred to as the “Declarant”), who after being duly sworn did depose and say the following:

Declarant is the owner of certain immovable property situated in East Baton Rouge Parish, Louisiana, to be known as BENTON AT MAGNOLIA WOODS, which is shown on the Final Plat entitled “Revised Final Plat of Benton at Magnolia Woods, Phase One, Lots 7-12, G4, P-2, P-3, P-4, P-5 & P-6” prepared by Matthew S. Estopinal, PLS, dated July 24, 2024, revised October 18, 2024, and recorded on October 18, 2024 as Original 897 Bundle 13338, in the official records of East Baton Rouge Parish, Louisiana. The Declarant owns certain lots or parcels of land to be developed as residential lots in Benton at Magnolia Woods, as described on **Exhibit A** attached hereto.

**PURPOSE**

It is the intent of the Declarant that the Property described below shall make up BENTON AT MAGNOLIA WOODS.

Declarant intends to develop a Development on all or a portion of the Property to be known as “**Benton at Magnolia Woods**”. Benton at Magnolia Woods shall consist of single-family detached houses and green space.

It is Declarant’s intent that land development within Benton at Magnolia Woods be planned to encourage and provide residential uses and properties.

**WITNESSETH:**

**WHEREAS**, The Lots shown on the Final Plat together with all Common Areas (as hereinafter defined) and rights of the way to the Common Areas shall be collectively referred to herein as the “**Property**” and shall be governed by these Restrictions (as hereinafter defined);



**WHEREAS**, in order to establish, execute and maintain a general and uniform plan governing building standards and specified uses and the improvement, development, sale, use and enjoyment of the Property, Declarant does hereby declare, adopt and establish certain restrictions and covenants which shall hereafter affect the Property; and

**WHEREAS**, Declarant desires to provide for the preservation and enhancement of value of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values, administration, and management of the Property to create an association to which should be delegated and assigned the powers of owning, maintain and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has incorporated, under the laws of the State of Louisiana, the Benton at Magnolia Woods Homeowners Association, Inc., a nonprofit corporation, for the purpose of exercising the functions more fully defined in these restrictions and in the articles of corporation and by-laws of the corporation and to own maintain and manage certain common improvements and property.

**NOW, THEREFORE**, for and in consideration of the benefit to be derived by the Declarant, and each subsequent owner of the Property, Declarant does hereby declare, adopt, and establish the following restrictions, covenants and servitudes in accordance with Louisiana law.

## **ARTICLE I DEFINITIONS**

- a. **Additional Property** is any immovable property: (a) contiguous with the Declarant's Property (including without limitation any property separated from the Declarant's Property by a public street or body of water), or (b) any portion of which is within a one-half (1/2) mile radius of any portion of the Declarant's Property (including without limitation thereto any property separated from the Declarant's Property by a public street, body of water or other property).
- b. **Architectural Review Committee** shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development.
- c. **Articles** are the Articles of Incorporation of the Benton at Magnolia Woods Homeowners Association, Inc.



- d. **Assessment** shall refer to an Owner's share of the Common Expenses other other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- e. **Association** shall mean the Benton at Magnolia Woods Homeowners Association, Inc.
- f. **Benton at Magnolia Woods Council** is the council created by the Association, with the duties and powers given to it.
- g. **Board** is the Board of Directors of Benton at Magnolia Woods Homeowners Association, Inc.
- h. **By-Laws** are the By-Laws of Benton at Magnolia Woods Homeowners Association, Inc.
- i. **Committee** shall mean the three (3) member Architectural Review Committee appointed by the Declarant.
- j. **Common Areas** are all immovable property and real rights (including but not limited to the utility and other improvements thereon), streets, right-of-ways and servitudes which are designated by Declarant and owned, held, or maintained by the Declarant or the Association for the common use and enjoyment of the Owners and occupants of Lots.
- k. **Common Expenses** shall mean the actual estimated expenses of maintaining or any expense of the Association for which proposed assessments may be levied under these Restrictions.
- l. **Community-Wide Standard** shall refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Benton at Magnolia Woods Subdivision as determined by the Board.
- m. **Declarant** shall refer to The Village at Magnolia Woods, LLC.
- n. **Design Guidelines** are established by the Architectural Review Committee, which details and describes the minimum standards of design for Dwellings, Structures and other improvements, together with regulations and restrictions with respect to site preparation and landscaping and is binding upon all Owners.
- o. **Dwelling** is any improved property intended for use as a single-family detached or attached, located in the Subdivision. All Dwellings shall be considered Structures, as defined herein.
- p. **Final Plat** is that certain Revised Final Plat of Benton at Magnolia Woods, Phase One, prepared by Matthew S. Estopinal, PLS, dated July 24, 2024, revised October 18, 2024, and recorded of record with the Clerk of Court of East Baton Rouge Parish on October 18, 2024 at Original 897 Bundle 13338.



- q. **Guest(s)** shall mean, without limitation, any Person who is a tenant of any Dwelling, any visitor, patron, or tourist who enjoys any of the amenities of the Benton at Magnolia Woods Subdivision.
- r. **Lot(s)** shall refer to any unimproved portion of the Property upon which it is intended that a Structure shall be constructed, as such Lots are shown on the Final Plat. A parcel of land is considered to be a Lot, rather than a Dwelling, until improvements constructed thereon are substantially completed. Upon such completion, such parcel and the improvements thereon are to be considered a Dwelling or a Structure, as applicable.
- s. **Master Declaration** shall mean that Master Declaration of Covenants, Conditions, and Restrictions for Benton at Magnolia Woods dated October 30, 2024 and recorded at Original 792 Bundle 13340 of the official records of East Baton Rouge Parish, Louisiana.
- t. **Owner(s)** shall refer to the record owner(s), whether one or more Persons, of the fee simple title to any Lot.
- u. **Occupant** shall refer to any person, including without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within Benton at Magnolia Woods.
- v. **Property** shall mean the Lots shown on the Final Plat together with all Common Areas, and rights of way to the Common Area.
- w. **Restrictions and/or Declaration** shall refer to this Residential Declaration of Covenants, Conditions, and Restrictions.
- x. **Structure(s)** shall mean: (i) anything or object, the placement of which upon any Lot may affect the appearance of such Lot, or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches.
- y. **Subdivision and Benton at Magnolia Woods** shall refer to the Property, any additions thereto by amendment to these Restrictions, and all improvements located or constructed.
- z. **Violator(s)** shall mean a Person, whether natural or juridical, who does not adhere to the Restrictions, the Design Guidelines or the rules and regulations promulgated by the Association.



aa. **Waterway(s)** shall mean all lakes, ponds, and waterways in the Benton at Magnolia Woods.

Certain capitalized terms or words not set forth above shall have the same meaning as shown and defined in the Master Declaration.

## ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

**Section 2.1 Initial Property.** The immovable property which shall be held, transferred, conveyed, and occupied subject to this Declaration consists initially of that platted property described on **Exhibit A** attached hereto.

**Section 2.2 Annexation of Additional Property.** Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time-to-time Additional Property to the provisions of these Restrictions and thereby to cause the Additional Property to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions and limitations which are the only conditions and limitations on such option to add Additional Property to the Subdivision.

- a. The Additional Property may be added to the Subdivision at different times, and there are no limitations fixing the boundaries or sizes of lots or of those portions, or regulating the order, sequence, or location in which any of such portion may be added to the Subdivision. The exercise of the option to submit Additional Property to these Restrictions shall not bar the further exercise of this option to add more property.
  1. Should the option to add Additional Property not be exercised by Declarant, such option shall in all respects expire and be of no further force and effect. In the event such option expires or is terminated, Declarant shall not be obligated to impose on the Additional Property any covenants, conditions, or restrictions the same, similar, or dissimilar to those contained herein.
  2. The option reserved by Declarant to cause Additional Property to become part of the Subdivision shall in no way be construed to impose upon Declarant any obligation to add any Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever.
  3. Declarant may use the Property and any Additional Property for development and shall have full use of all Structures located thereon for permanent housing, or related uses.



- b. Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and shall take title and every Mortgagee shall hold such security interest with respect thereto, with notice of the plan of development as herein set forth.
- c. Amendments necessitated by adding Additional Property. At such time as Declarant amends these Restrictions, to add any Additional Property, if Declarant exercises its right to do so, Declarant shall set forth whether or not all of the restrictions, covenants and conditions contained herein shall apply to the Additional Property, in Declarant's sole discretion, and Declarant may add any additional restrictions, covenants and conditions to these Restrictions, by amendment hereto, to apply to the Additional Property, in Declarant's sole discretion.

**Section 2.3 Withdrawal of Property.** Declarant shall have the right to withdraw any portion of Declarant's Property or Additional Annexable Property owned by Declarant from Benton at Magnolia Woods and this Declaration without the consent of any other Owner or Person, provided, access to the remaining portions of Benton at Magnolia Woods is preserved. The withdrawal of all or any portion of Declarant's Property or Additional Annexable Property from this Declaration shall be affected by the Declarant recording a written instrument setting forth the legal description of the property being withdrawn. If the Declarant does not own the property to be withdrawn, then the written instrument must be signed by the owners of fee title to the property to be withdrawn. Upon the withdrawal of any property from Benton at Magnolia Woods pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth herein.

**Section 2.4 Disclaimer of Representations and Implied Covenants.** Declarant makes no representations or warranties that: (a) Benton at Magnolia Woods will be completed in accordance with the Design Guidelines as they exist on the date this Declaration is recorded; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; (d) any property subject to this Declaration will not be withdrawn from this Declaration; or (e) the use of any of Declarant's Property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to an Owner or Tenant shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

### ARTICLE 3 COMMON AREAS

Certain property within Benton at Magnolia Woods, called the "Common Areas," is to be owned and maintained by an Association for the benefit of all Owners. As Benton at Magnolia Woods is completed, additional property may be added to the Common Areas. The Common Areas shall be owned by the Residential Association for the benefit of all Owners unless the Common Areas have been designated by the Benton at Magnolia Woods Council as either

Commercial Common Areas or Residential Common Areas, in which case such Common Areas shall be owned by the Residential Association or the Commercial Association, as applicable, for the benefit of such Association's Members. Matters related to the Common Areas shall be governed by the Master Declaration.

#### ARTICLE 4 SERVITUDES

Every Owner has the benefit of certain servitudes, and the responsibility of providing and maintaining others. All Lots in Benton at Magnolia Woods are subject to the provisions related to servitudes. These servitudes shall be predial servitudes appurtenant to and shall pass with title to every Lot.

#### ARTICLE 5 GOVERNANCE OF BENTON AT MAGNOLIA WOODS

**Section 5.1 Governance by Association.** The Association is responsible for maintaining the residential portion of Benton at Magnolia Woods and enforcing the Declaration and the relevant parts of the Master Declaration. While Declarant will control the Association during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Association.

Benton at Magnolia Woods shall be governed by two Associations comprised of the Owners within Benton at Magnolia Woods. The Owners of Commercial Lots shall be Members of the Commercial Association and the Owners of Residential Lots shall be Members of Benton at Magnolia Woods Homeowners Association, Inc.

**Section 5.2 Joint Benton at Magnolia Woods Council.** Upon the approval of a majority of each of the Association Boards, there may be created a Benton at Magnolia Woods Council, consisting of six members, with each Association Board appointing three representatives. Benton at Magnolia Woods Council shall meet quarterly or at such other times as Benton at Magnolia Woods Council shall decide and shall act as an advisory committee for such issues as may involve the community as a whole. Benton at Magnolia Woods Council may be delegated responsibilities by an Association upon approval of a majority of the Association Board, and acceptance by Benton at Magnolia Woods Council.

Such responsibilities may include the designation of Common Areas as Commercial Common Areas or Residential Common Areas and creating a plan for capital Improvements.

**Section 5.3 Formation and Operation.** The Association Articles and Association Bylaws, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization. The Residential Association and the Commercial Association Board shall operate pursuant to the Master Declaration.

**Section 5.4 Suspension of Association Membership.** The Association Board may suspend the voting rights of any Member and the right of enjoyment of the Common Areas of any Person who:

- a. fails to take reasonable steps to remedy a violation or breach of the Governing Documents and the Rules and Regulations within thirty (30) Days after having received notice.
- b. shall be delinquent in the payment of any Assessment levied by an Association pursuant to the provisions of the Master Declaration;
- c. shall be in violation of this Declaration or the Rules and Regulations of an Association relating to the use, operation, and maintenance of the Common Areas; or
- d. participates in conduct which the Association Board, in its discretion, may deem to be prejudicial to the interests of the Association; provided, however, that there shall be a fair hearing and written notice mailed to the Member(s) setting forth the date of such hearing and the alleged offense.

## **ARTICLE 6 MAINTENANCE**

**6.1 Responsibilities of Owners.** Unless specifically identified herein or in any amendment hereto, all maintenance and repair of Lots, Dwellings and Structures, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot, Dwelling or Structure shall be the responsibility of the Owner of such Lot, Dwelling or Structure in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Structures and all lawns (cut to a maximum height of six (6") inches), trees, shrubs, hedges, grass, and other landscaping. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of a structure or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Committee as provided in this document and the Design Guidelines or do any work which, in the reasonable opinion of the Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto.

**6.2 Association's Responsibility.** Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, within the Common Areas or within servitudes encumbering Lots or Dwellings; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas.

The Association shall equally share the cost and responsibility to maintain and keep in good repair the Common Area Entrances with the Commercial Association (as defined in the Master Declaration). That shall include (i) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Area Entrances; (ii) signage that identifies the development; (iii) irrigation; (iv) any lighting for the landscaping and signage that identifies the development; and (v) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person.

The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other Person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner than may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictions, or inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal, or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

a. **Maintenance and Repairs.** In the event that Declarant or the Board determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family or Guests, and is not covered or paid for by insurance in whole or in part, then in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at the sole cost and expenses of such Owner, as the case may be, and setting forth with reasonable particularity: the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and

expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Structure are subject and shall become a lien against such Lot or Structure, and shall become a lien against such Owner's Lots or Structure. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

b. **Insurance and Taxes.** The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board, shall name Declarant as an additional insured for so long as Declarant owns a Lot or Dwelling, and a certificate of insurance shall be furnished to Declarant.

ARTICLE 7

INSURANCE AND CASUALTY LOSSES

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. The Association Board shall obtain insurance pursuant to the terms of the Master Declaration.

ARTICLE 8

ARCHITECTURAL REVIEW COMMITTEE

8.1 **Powers and Duties.** The Committee shall have the following powers and duties:

- a. The power and duty to review, administer and enforce the covenants and restrictions as set forth in these Restrictions;
- b. The power and duty to adopt and promulgate written and graphic design guidelines (the "Design Guidelines") which would achieve harmony of exterior design, location, and appearance in relation to surrounding structures and topography; therefore, preserving the architectural and aesthetic appearance of the Property and all improvements therein. The Design Guidelines shall be maintained in the office of Declarant and of the Association and shall be available to all Owners. In addition, the Architectural Review Committee is authorized to promulgate from time to time as part of the Design Guidelines additional architectural standards and guidelines applicable to Benton at Magnolia Woods;
- c. The power and duty to review all plans and specifications (the "Plans") and other applications submitted to the Committee, in such form as may be required by the Committee, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with external design and general quality with the existing standards of the Subdivision and the location of Structures with respect to all

matters, including topography, finished ground elevation, environmental issues, and surrounding Structures;

- d. The power to allow variances from the covenants and restrictions set forth in these Restrictions; and
- e. Any additional duties and powers that may be delegated to it by the Board. To the extent necessary to carry out such purpose, the Committee shall have all the powers and duties to do each and everything incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove setbacks, plans and specifications for any installation, construction, or alteration of any Structure on any Lot. The powers of the Committee may be transferred to the Board by the Declarant prior to such time that Declarant sells the last of Declarant's Lots or Dwellings. If all members of the Committee resign subsequent to Declarant selling all of Declarant's Lots or Dwellings, without such rights being transferred by Declarant, then the rights of the Committee, granted in these Restrictions and the Design Guidelines, shall be deemed automatically transferred to the Board.

**8.2     Membership.** The Committee shall have three (3) members who shall be appointed by the Declarant and serve for so long as Declarant owns a Lot or Dwelling. The Committee may authorize, by resolution of the Committee, any member or agent to exercise the full authority of the Committee with respect to any or all matters over which the Committee has authority. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

**8.3     Action of the Committee.** The action of the Committee with respect to the matters properly before it shall be final and binding. Unless otherwise provided in the Design Guidelines, written notice of the decision shall, within five (5) days thereof, be given to any applicant.

**8.4     Submission of Plans.** No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot (including staking, clearing, excavation, grading, and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials), unless the Plans for such Structure shall have been first submitted to and approved in writing by the Committee.

**8.5     Fees.** The Committee shall assess such fees, including a Plan review fee, inspection fee, and construction damage fee, as may be set forth in the Design Guidelines.

**8.6     Approval of Builders.** All builders and landscapers shall be licensed and approved by the Committee prior to performing any work on any Lot. Such requirements for approval shall be set forth in the Design Guidelines.

## **8.7 Approval and Disapproval of Plans and Applications.**

- a. The Committee shall have the right to approve or disapprove any Plan or application 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. Notwithstanding anything contained herein or in the Design Guidelines, the Committee may in its discretion approve or deny any proposed Plan or application for any reason set forth in these Restrictions.
- b. Upon approval by the Committee of any Plans submitted pursuant to these Restrictions, a copy of such Plans, as approved, shall be held for permanent record by the Committee (and transferred to the Board if the Committee is terminated) and a copy of such Plans bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any Plans for use in connection with any Lot or Structure shall not be deemed a waiver of the Committee's right in its sole discretion, to disapprove similar Plans or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such Plans relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Plans, as approved, and any conditions attached to any such approval.
- c. Neither Declarant nor any member of the Committee shall be responsible for or liable in any way for any defects in any portion of the Plans submitted for approval by the Committee, nor any structural defects in any work done according to such Plans submitted for approval to the Committee. Further approval of Plans by the Committee shall not be deemed to represent or warrant to any person the quality, function, or operation of the Structure or of any construction, workmanship, engineering, materials, or equipment. Neither Declarant nor any member of the Committee shall be liable in damages or in any other respect to anyone submitting Plans for approval under this Article, or to any Owner, or to any other person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance, or nonfeasance arising out of or in connection with the approval or denial of any such Plans. By submission of such Plans to the Committee, every Owner releases and agrees to hold harmless and to defend Declarant and any member of the Committee from any such alleged liability, claim and/or damage.

**8.8 Review.** The Committee shall take action on any Plans or application submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Committee, if granted, together with any conditions imposed by the Committee, shall be made in writing and shall be returned to the applicant.

**8.9 Required Construction Timeline.** If construction does not commence on any Work for which approval has been granted within six (6) months of final approval, the approval shall expire, and the Owner must re-submit its plans for reconsideration in



accordance with the Design Review Procedure then in effect prior to commencing Work. All Work shall be completed within twelve (12) months of the date the building permit for the Dwelling was issued or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such Work is not substantially complete within the period, Owner shall pay to the Association the sum of Two Hundred and 00/100 Dollars (\$200.00) per day for each day until the Work is substantially complete.

**8.10 Right of Inspection.** The Committee shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of these Restrictions and the Design Guidelines ("Inspection(s)"); and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An Inspection made by the Building Official for the Parish of East Baton Rouge or any Mortgagee but shall be considered an additional inspection.

**8.11 Violations.** If any Structure shall be erected, placed, maintained, or altered upon any Lot otherwise than in accordance with the Plans approved by the Committee pursuant to the provisions of this article, such erection, placement, maintenance, or alteration shall be deemed to have been constructed in violation of this Article and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses, including attorneys' fees or management fees, incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment against the Owner and his Lot.

**8.12 Notice of Violation.** The Committee shall provide written notice to the Owner by personal delivery or by deposit in the United States mail, certified receipt requested, or recognized overnight delivery service, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner fails to take reasonable steps toward the required remedial action within ten (10) days after the mailing of the notice of violation, then the Committee shall have the right of abatement. In addition to the right of abatement, the Board, upon being informed of such violation by the Committee, shall be entitled to seek equitable relief to enjoin such construction.

**8.13 Renovations/Alterations.** The Committee shall also have the right and authority to review and approve plans for renovations and/or alterations to Dwellings or Structures. All such plans shall be submitted to the Committee. However, the Committee shall have fifteen calendar (15) days to approve plans that will only minimally change the appearance or construction of improvements on the Lot or to the Dwelling or any Structure on the Lot (e.g., fences, small pools, and landscaping visible from the street). Review of plans for renovations and alterations shall include, but not be limited to, major yard improvements, hardscape additions, in-ground pools, outdoor hot tubs and spas, fountains, bulkheads, and decks.

**8.14 Builder's/Contractor's Signs.** A uniform contractor's job site sign may be adopted by the Committee. Arrangements for this sign may be made through the Committee with costs to be paid by the applicant. This is intended to present a neater building site, prohibit the nailing of signs to trees, and scattered sub-contractor signs throughout the front position of a Lot.

## ARTICLE 9 GENERAL RESTRICTIONS

**9.1 Generally.** Notwithstanding any inferences to the contrary anywhere in this Declaration, no Improvement of any nature may be constructed on a Lot without complying with the requirements of this Declaration and the Design Guidelines. This ARTICLE 9 sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Design Guidelines also address such requirements.

**9.2 Re-subdivision of Lots.** These Restrictions prohibit the re-subdivision of Lots from any dimensions other than those shown on the Final Plat, except as provided herein.

**9.3 Building Location.** In order to assure that the location of Structures will be harmonious, the Committee will provide Owners with a building envelope for each Lot so that the maximum view will be available to and from each Dwelling and that the Dwellings and Structures will be located with regard to the topography of each Lot, taking into consideration the location of other Structures, trees, Common Areas, and other similar considerations. The Committee has the right to decide the precise site, location, and orientation of all Structures, including setbacks, garages, driveways, swimming pools, and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

**9.4 Setbacks.** The Design Guidelines shall provide the front, rear, and side minimum building setback lines for each Lot. Any request for a variance to the setback lines set forth in the Design Guidelines must be made in writing to the Committee prior to the commencement of construction.

**9.5 Streets and Paths.**

- a. **Streets.** Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for street legal and state-licensed motorcycles for purposes of ingress and egress only.
- b. **Walking Paths.** Walking paths shall be used for walking, jogging, and bicycling only.

**9.6 Driveways.** No driveway shall be constructed or altered on any Lot without prior written approval of the Committee in accordance with the Design Guidelines. All driveways must be completed upon the completion of the Dwelling.

**9.7 Garages.** All Lots shall have enclosed garages for the storage of vehicles. Garage doors must remain closed except to allow the exit or entry of vehicles. Carports are not permitted. Garage apartments are prohibited.

**9.8 Parking.** No vehicle shall be parked on any street or shoulder in front of Dwellings on a frequent, regular, or permanent basis after construction of a Dwelling is completed. No vehicles may be parked on common area. No vehicles may be parked on any driving surface in any manner which blocks the driving surface of any street or private driveway. Any unregistered, unauthorized, or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under rules established by the Board. No vehicle of any kind shall be permitted to block driveways or hinder garbage and recycling pickup or hinder access by emergency vehicles. No vehicle of any kind shall be permitted to block or hinder access to any mailbox.

**9.9 Mailboxes and Dwelling Numbers.** No mailbox, newspaper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be allowed. An address plaque may be established by the Committee and set forth in the Design Guidelines, as well as house numbers on the garage side of each home is required.

**9.10 Structures.** All Structures must be approved in advance of construction thereof by the Committee.

**9.11 Fences and Walls.** All fence and wall locations, designs, and details must be submitted to the Committee for approval, prior to construction, in accordance with the Design Guidelines. Gates are considered as parts of fences and gate details must also be submitted for approval. In addition, all fences constructed over a servitude must comply with the following:

- a. All fence panels constructed within a servitude must be removable;
- b. All fence panels within a servitude must contain at least a four (4") inch space from the bottom of the fence to the ground.

**9.12 Sports Courts.** Private sports courts are permitted only with the advance approval of the Committee as provided in the Design Guidelines. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

**9.13 Pools, Spas, and Hot Tubs.** The design and location of pools, spas, and hot tubs shall only be allowed with the approval of the Committee as provided in the Design Guidelines. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

**9.14 Recreational Equipment.** Playground equipment, swing sets, and basketball goals may be allowed with the approval of the Committee as set forth in the Design Guidelines. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

**9.15 Occupancy.** Except as provided below, each Lot must be fully landscaped prior to occupancy. Each Dwelling must be completed in accordance with the Plans and the Lot Owner must obtain approval from the Committee prior to occupancy, in accordance with the Design Guidelines. If an Owner is in violation of this restriction, the Owner shall forfeit all deposits and liquidated damages will be assessed at the rate of One Hundred Dollars (\$100.00) per day until the Owner is in compliance with this restriction. In addition, the Owner will be responsible for paying liquidated damages plus all costs of litigation, if necessary, including attorneys' fees. An Owner may be granted an exception to this restriction by the Committee if within two (2) weeks prior to the date of occupancy there has been excessive rainfall or extreme weather conditions which, in the sole judgment of the Committee, prevents the installation of landscaping.

**9.16 Trees.** Each Owner of a Lot with a Dwelling on it is required to have one (1) four (4") inch caliper tree in the front yard between the Dwelling and the sidewalk.

**9.17 Maintenance of Landscape.** Each Owner shall be responsible for the maintenance of all landscaping on his Lot. Each Owner shall keep his Lot mowed and free of rubbish, trash, debris, noxious weeds, and other unsightly conditions. Garden compost may be kept in reasonable quantities required by one household only, provided it is not visible from the street or Common Areas and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed once the initial construction of Dwelling is completed. Dead, diseased, or damaged trees shall be promptly removed or repaired. In the event of a violation of this restriction, the Association shall notify the Owner of the condition. If the Owner fails to remedy the condition after ten (10) days, in addition to any remedy allowed by these Restrictions, the Association may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorneys' fees incurred in the collection thereof.

**9.18 Prohibitions.** There shall be no dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or elsewhere in the Subdivision. Fertilizers may be applied to landscaping provided care is taken to minimize runoff. Onsite storage of gasoline, heating, or other fuels is prohibited except in compliance with environmental laws.

**9.19 Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Committee. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, canals, wetlands, or other ground waters within the Property are prohibited, except that Declarant and the Association shall have the right to draw water from such sources. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other Lots.

**9.20 Artificial Landscape.** The use and display of artificial plants is specifically prohibited in the landscape if such display is visible from any other Lot or any Common Area. Planters, hanging pots or baskets and similar displays shall not be visible from other Lots or any Common Area, without the permission of the Committee. The use of exterior sculptures in the landscape must be approved by the Committee.

**9.21 Maintenance of Lot.** The following shall apply to each Lot:

- a. Each Lot and the area existing between any Lot line and the street, curb, alleyway, or parkway area existing between the Lot line and the adjacent curb shall at all times be kept in a clean, slightly, and wholesome condition and weeds or grass shall be kept neatly cut or mowed at all times.
- b. No boxes, containers, cans, implements, machinery, lumber, or other building materials shall be permitted to remain upon any Lot if visible from any other Lot or the Common Areas except as necessary during the period of construction. Equipment such as coolers, pool filters, pool heaters, firewood storage bins, and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots or the Common Areas.
- c. All garbage containers shall be situated or enclosed and screened so as not to be visible from any other Lot or the Common Areas within twenty-four (24) hours before and after trash pick-up.
- d. All fences and the exterior of all Structures shall be continuously maintained and never allowed to fall into disrepair.
- e. No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to other Owners or might disturb the peace, quiet, comfort, or serenity of other Owners such as loud music or amplifiers, outside lighting, or noisy machinery.
- f. All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines in the parking strip must be first approved by the Committee.
- g. All shrubbery, trees, and plantings on all Lots shall be contained in a landscape plan which must be submitted to the Committee for approval, in its sole discretion. Nothing contained herein shall allow the unfettered growth of vegetation such that it becomes unsightly or prevents another Owner from reasonable use and enjoyment of his Lot.
- h. Each Owner shall cut and maintain all trees, shrubs, and hedges on his Lot so that no part thereof encroaches across any boundary line without the permission of the Owner of the Lot upon which the encroachment occurs.

**9.22 Building Materials.** No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure. No building materials and building equipment shall be placed or stored on any Common Area, right of way, sidewalk, or servitude in the Subdivision.



**9.23 Certain Uses Prohibited.** Except as provided herein, the Property shall be used for residential, recreational, and related purposes only. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Benton at Magnolia Woods residents. This restriction shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots, with the approval of the Committee. The Declarant reserves the right to develop and allow the operation of specific commercial enterprises as may be determined by the Declarant on any Additional Property. An Owner or Guest may conduct business activities within a Dwelling so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Dwelling by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Benton at Magnolia Woods; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or hazardous or offensive use or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board.

**9.24 Trailers and Recreation Vehicles.** The keeping of a mobile home or trailer, either with or without wheels, on any Lot or Common Area is prohibited. Boats and all motorized recreational vehicles, including but not limited to: motorcycles, motor homes, travel trailers, golf carts, all-terrain vehicles, four wheelers and utility trailers are allowed on a Lot only if housed completely within a garage or other Structure which has been approved by the Committee.

**9.25 Signs.** No sign of any kind, political or otherwise except real estate signs 18" x 30" and construction signs, approved by the Committee, shall be displayed to public view on any Lot without the prior consent of the Committee; provided, however, such restriction shall not apply to any Lot owned by the Declarant. Declarant may place signs on Lots to identify lots. Real estates signs shall be in accordance with the standard set by the Declarant and set forth in the Design Guidelines.

**9.26 Antennas, Outside Flagpoles, Satellite Dishes.** Radio and television antennas and flagpoles shall be prohibited except for temporary flagpoles or flagpoles attached to a Dwelling that does not exceed 24" x 36". Satellite dishes may only be installed with the approval of the Committee.

**9.27 Window Coverings and Window Air-Conditioning Units.** Interior window coverings must be lined in a neutral color so as not to detract from the exterior of a Dwelling. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. Window mounted air-conditioning or heating units are prohibited.

**9.28 Exterior/Security Lighting.** Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the Committee.

**9.29 Clotheslines.** Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, other items be hung from any railing, fence, hedge, or wall.

**9.30 Garage, Porch, and Moving Sales.** Garage, porch, and moving sales are prohibited in Benton at Magnolia Woods.

**9.31 Religious and Holiday Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations on the interior and exterior of their Dwellings or Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners. Gaudy, non-traditional, or excessive religious and holiday displays are prohibited. Decorations may not be installed no sooner than thirty (30) days prior and should be removed no more than ten (10) days past the holiday.

**9.32 Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the Benton at Magnolia Woods. Use and discharge of firecrackers and other fireworks in the Subdivision is prohibited. Exterior speakers may be used or placed on a Lot with the approval of the Committee.

**9.33 Alarm Systems.** All alarm systems shall be tied into the sheriff's office or an alarm control center. Audible alarms are discouraged; however, if installed, such alarms must have an automated cutoff device.

**9.34 Security.** The Association, the Declarant, and any successor to the Declarant shall not in any way be considered insurers or guarantors of security within the Community. Neither the Association, the Declarant, nor any successor to the Declarant shall be liable for any loss or damage for any reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

**9.35 Firearms.** The use of firearms, air guns, or pellet guns is strictly prohibited in Benton at Magnolia Woods. Capturing, trapping, or killing of wildlife within Benton at Magnolia Woods is prohibited, except in circumstances posing an imminent threat to personal safety.

**9.36 Pets/Animals.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that up to two (2) generally recognized house pets may be kept in Dwellings, subject to the rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, or any other Owner's Lot, and the Owner of such pet shall immediately remove same. Upon the written



request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 9.36, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these Restrictions. The Board shall have the further right to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

**9.37 Mining.** Exploration for or mining or drilling of oil, gas, or other minerals, or water drilling or development operations, refining, mining operations of any kind, or the operation of quarries, gravel, or sand pits, soil removing, or topsoil stripping are prohibited on all Lots without the prior written approval of the Board.

**9.38 Water Wells and Sewer Systems.** No private water wells or sewer systems will be allowed on any Lot, except if such Lot is not provided water or sewer service by the Benton at Magnolia Woods water or sewer system.

**9.39 Waterways.** The following restrictions apply to Waterways of Benton at Magnolia Woods:

- a. The Waterways are for aesthetic and viewing purposes only.
- b. There shall be no swimming in the Waterways. Fishing shall only be permitted from Common Areas adjoining Waterways.
- c. No boats or other floating devices shall be kept, stored, used, or operated on the Waterways.
- d. The Association shall have the authority to remove from the Waterways any waterfowl not approved by the Association. The Association reserves the right to manage the Waterways lakes for wildlife and fishery purposes.
- e. The edges of Waterways shall be kept clean from debris.
- f. No Owner may plant any tree or other vegetation on the banks of the Waterways.

## **ARTICLE 10 RESTRICTIONS ON RESALE**

**10.1 Prohibition on Resale.** For a period of two (2) years from the date of closing of a Lot with the Declarant, Owner shall be prohibited from reselling the unimproved Lot without the

Declarant's prior written consent. This restriction shall not apply to the routine sale of the unimproved Lot to an approved builder for purposes of constructing a turnkey house on the Lot for Owner, so long as the approved builder begins construction within sixty (60) days of acquisition of the Lot.

## ARTICLE 11 CONDEMNATION

**11.1 Common Areas.** In the event that all or any part of the Common Area(s) shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in proceedings incident thereto. Any decision by the Board to convey Common Area(s) in lieu of or under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose at which a quorum is present. The award made for such taking shall be payable to the Association to be handled and disbursed as follows:

If the taking involves a portion of Common Area(s) on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area(s), to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XI hereof regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not affect any improvements on the Common Area(s), or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine from time to time, including, but without obligation to do so, to reduce or defray Base Monthly Assessments for a period of time determined by the Board.

## ARTICLE 12 INDEMNITY

**12.1 Indemnity.** By accepting title to a Lot, each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their respective agents, shareholders, members, managers, partners, agents, officers, directors, employees, contractors, invitees, successors, and assigns of, from and against any and all losses, damages, costs, or liabilities related to or arising in connection with any claims, actions, causes of action, liability, suits or demands of or by any Owners, their family members, or Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance, and operation of the Subdivision, the Common Area(s), the Waterways, and

recreational facilities or any of the activities, occurrences, conditions, state of facts, events, or situations related thereto.

**12.2 Construction Indemnification.** Construction of all Dwellings and Structures within the Subdivision may take several years to complete. All Owners acknowledge and agree that certain risks may result from construction within the Subdivision of Dwellings, Structures, and other improvements whether by Owners or the Declarant. In addition to the indemnification provisions above, all Owners agree to indemnify and hold Declarant harmless from any and all claims arising out of construction upon any Lot, Common Area, right of way, servitude, or any other portion of the Property. All Owners agree to take reasonable precautions for protecting themselves, their property, and their Guests from construction related dangers.

## ARTICLE 13 GENERAL PROVISIONS

**Section 13.1 Sales Offices.** Notwithstanding any language in this Declaration to the contrary, as long as Declarant or any nominee of Declarant owns any immovable property in Benton at Magnolia Woods, Declarant or its nominees shall have the right and privilege to maintain general and sales offices in and about Benton at Magnolia Woods, including model homes and offices, and to have their employees present on the premises to show property within Benton at Magnolia Woods, use the Common Areas and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, or other property, all without charge or contribution to the Associations; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

**Section 13.2 Conflicts with Governmental Authorities.** In some instances, requirements of a Governmental Authority may be more or less restrictive than the provisions of this Declaration. In the event a conflict exists between any such governmental requirement and any requirement of this Declaration, the most restrictive requirement shall prevail, except in circumstances where compliance with a more restrictive provision of this Declaration would result in a violation of mandatory applicable requirements of a Governmental Authority, in which event those governmental requirements shall apply. Compliance with mandatory requirements of a Governmental Authority will not result in a breach of this Declaration even though such compliance may result in non-compliance with provisions of this Declaration.

### **Section 13.3 Mandatory Dispute Resolution Procedures and Rules.**

- a. **Application.** The following Dispute Resolution Procedure (“**Dispute Resolution Procedure**”) shall apply to and be mandatory for any and all claims or disputes that deal solely with the applicability and enforceability of this Declaration as a whole, and,  
(a) do not involve a Party’s application for immediate injunctive or similar relief; or (b) in the case of an Owner, do not involve a situation that constitutes an immediate, material threat to its relationship with any Mortgagee (each a “**Claim**”).

- b. **Notice.** Any Party (“**Claimant**”) having a Claim against or dispute with any other Party(ies) (whether one or more, “**Respondent**”) shall provide notice to each Respondent in writing, stating plainly and concisely:
1. the nature of the Claim, including the Persons involved and Respondent’s role in the Claim;
  2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
  3. Claimant’s proposed remedy (in the case of a refusal to provide consent, the City/Parish shall provide what change should be made to achieve consent); and
  4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
- c. **Negotiation.** The Parties shall make every reasonable effort to meet “in person” and confer for the purpose of resolving the Claim by good faith negotiation for a period of not less than fifteen (15) Days.
- d. **Termination of Negotiations.** If the Parties do not resolve the Claim through negotiation (“**Termination of Negotiations**”), the Claimant shall have sixty (60) Days following the Termination of Negotiation to submit the Claim to a facilitated minitrial in accordance with Subsection (e) below or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a party to the foregoing proceedings.
1. After the Termination of Negotiations, Claimant may elect to require the Parties to participate in a facilitated minitrial with notice to the other Party.
  2. A minitrial shall be presented before a neutral facilitator and one representative of each Party. At least three (3) Days before the minitrial, each side will prepare and distribute to the representatives and the facilitator a written summary of its position, which may not exceed ten (10) double-spaced pages. At the minitrial, each side will have not more than three (3) hours to make an oral presentation, and thereafter the representatives will attempt in good faith and with the aid of the facilitator to resolve the dispute. Efforts to reach a settlement will continue until at least fifteen (15) Days have passed since the minitrial and one Party provides notice of its desire to proceed to non-binding arbitration under Subsection (e) below.
  3. The minitrial will be conducted according to the AAA Mini-Trial Procedures then in effect. The Parties will attempt to agree on a mutually accepted facilitator. If the Parties cannot agree within ten (10) Days of the request to



conduct a minitrial, the AAA will be asked to select the facilitator. The Parties will equally share any fees charged by the facilitator or AAA.

- e. **Arbitration.** After the conclusion of the facilitated minitrial, either Party may elect to require the Parties to participate in nonbinding arbitration in accordance with the rules and procedures of the American Arbitration Association (“AAA”) rules for non-binding arbitration. Except for issues related to force majeure, unless the Parties agree in writing to be bound by the arbitrator’s decision (“Award”) prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.
- f. **Allocation of Costs of Resolving Claims Prior to Litigation.** Each Party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the facilitator or arbitrator.

**Section 13.4 No Waiver.** The waiver by any party of a breach of any provision of the Governing Documents or the Rules and Regulations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of the Governing Documents or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

**Section 13.5 Notices.** Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the Person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

**Section 13.6 Rights of Mortgagees.**

- a. **Special Rights of First Mortgagees.** Any Mortgagee owning a First Mortgage encumbering any Lot, upon filing a written request therefor with the applicable Association, shall be entitled to: (a) written notice from the Association of any default by the mortgagor or Owner of such Lot in the performance of such mortgagor’s or Owner’s obligations under this Declaration, any Supplemental Declaration, the Association Articles, Association Bylaws 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 Master Declaration, the Residential Declaration, the Association Articles, Association Bylaws or 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 Association Articles or the Association Bylaws; (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 Common Areas following a decision of the Association to assume self-management of the Common Areas; (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 Mortgagees; and (h) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Areas or such Lot 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 Common Areas or such Lot. The number of 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.

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

**Section 13.7 Gender and Number.** The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

**Section 13.8 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Louisiana.

**Section 13.9 Validity.** If any one or more of the provisions (or any part thereof) of the Governing Documents or of the Rules and Regulations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of the Governing Documents and the Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal

or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

**Section 13.10 Owner's Acceptance.** By accepting title to any of the Lots or other property included now, or in the future, within Benton at Magnolia Woods, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Master Declaration, (c) the Design Guidelines, (d) any Rules and Regulations that may be subsequently adopted, from time to time, by the Association or the Association Board, and all modifications thereto, and (e) any future amendments to the Governing Documents adopted pursuant to the terms and provisions of this Declaration.

Signatures on following page



**SWORN TO AND SUBSCRIBED** before me, the undersigned Notary Public, and the undersigned witnesses, after due reading of the whole on this 31<sup>st</sup> day of October, 2024.

**WITNESSES:**

Karen H. Manzano  
Print Name: Karen H. Manzano

Dallas Henderson  
Print Name: DALLAS HENDERSON

**DECLARANT:**

**THE VILLAGE AT MAGNOLIA  
WOODS, LLC**

By: Thomas Gose, Jr.  
Thomas Gose, Jr., Manager

[Signature]  
NOTARY PUBLIC  
Name: D. Brian Cohen  
Notary I.D. #: 28000

Exhibit A

Residential Property

Lots 7 through 12, inclusive, and common area Lot G4, as shown on that certain “Revised Final Plat of Benton at Magnolia Woods, Phase One, Lots 7-12, G4, P-2, P-3, P-4, P-5 & P-6” prepared by Matthew S. Estopinal, PLS, dated July 24, 2024, revised October 18, 2024, and recorded on October 18, 2024 as Original 897 Bundle 13338, in the official records of East Baton Rouge Parish, Louisiana.