

**BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS FOR
LOTS B1 – B81
BEAU RIVIERA SUBDIVISION**

**PARISH OF NATCHITOCHEs
STATE OF LOUISIANA**

BEFORE ME, the undersigned authority, a Notary Public, came and appeared:

Beau Riviera LLC, a Limited Liability Company having a mailing address of 304 University Parkway, Natchitoches, Louisiana 71457, represented herein by its sole and only members and managers, Ronald W. Prewitt and Julie Zeichner Prewitt, (sometimes hereinafter referred to as “Developer” or “Beau Riviera”)

who declares as follows:

Beau Riviera, L.L.C. is the owner of lots B1 through B81 of **Beau Riviera Subdivision**, as well as all of the rights of way, common ground and easements, as are fully shown on a plat of survey prepared by Jack E. Farmer, PLS, entitled "Beau Riviera Subdivision", which was duly recorded on the 18th day of December, 2008, at Map Slide 636B, under Original Instrument Number 320270, all of the records of Natchitoches Parish, Louisiana. The Subdivision is located in Sections 9, 76, 78 & 79, Township 8 North, Range 6 West, Natchitoches Parish, Louisiana, all as more fully depicted on the above referenced plat by Farmer. For clarification it is expressly noted that Beau Riviera, L.L.C. is not the owner of Lots A1 through A22 of **Beau Riviera Subdivision**, and the Restrictions and Covenants set forth herein shall not apply to Lots A1 through A22 of **Beau Riviera Subdivision**, unless by other agreement.

It is the desire of the Developer to place certain restrictions, covenants, conditions and limitations upon and against the above described property in order to establish a uniform plan for the development, use, improvement and sale of lots in **Beau Riviera Subdivision** and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in **Beau Riviera Subdivision**.

The purpose of these covenants is to assure as far as can be, that **Beau Riviera Subdivision** will be free of undesirable buildings and activities. It is intended that these regulations and restrictions on use and these bans on certain undesirable activities and events will enhance the market value of lots in **Beau Riviera Subdivision** in the years to come.

The said appearer being the sole owner of all of the property incorporated in the aforementioned lots situated and located in the said **Beau Riviera Subdivision**, does hereby place the following restrictions and covenants on the said property, which restrictions and covenants are to run with the land and shall be binding upon all persons claiming under it.

**ARTICLE 1
DEFINITIONS**

Section 1.01 Architectural Control Authority. The term “Architectural Control Authority” shall mean and refer to the entity, either the Developer or the Committee, then having authority over architectural control in the Subdivision.

Section 1.02 Association. “Association” shall mean and refers to the Beau Riviera Homeowners Association, a Louisiana non-profit Corporation, and its successors and assigns.

Section 1.03 Builder. The term “Builder” shall mean and refer to any person or entity who holds, in good standing, a State Residential Building License and who purchases a lot and builds a speculative or custom home thereon for a third party.

Section 1.04 Committee. The term “Committee” shall mean and refer to the Beau Riviera Architectural Control Committee, as established and empowered pursuant to Article II, below.

Section 1.05 Common Area. The term “Common Area” shall mean and refer to all property and the improvements thereon which may be conveyed by the Developer to the Association for the use and enjoyment of the Owners. No property shall be considered or deemed to be “Common Area” unless and until such property has been conveyed by the Developer to the Association pursuant to a recorded deed.

Section 1.06 Control Transfer Date. The term “Control Transfer Date” shall mean and refer to the sixtieth (60th) day following the recordation in the Conveyance Records of Natchitoches Parish, Louisiana, of a statement by the developer that (a) the Developer has sold forty-one of the Lots in Beau Riviera Subdivision or (b) the Developer transfers control of Beau Riviera Subdivision to the Association.

Section 1.07 Developer. “Developer” shall mean and refer to Beau Riviera, L.L.C. and its successors and assigns.

Section 1.08 Lot. The term “Lot” shall mean and refer to Lots B1 through B81 inclusive.

Section 1.09 Member. The term “Member” shall mean and refer to any person or entity who is a member of the Association.

Section 1.10 Beau Riviera. “Beau Riviera” shall refer to a Louisiana Liability Company whose full name is Beau Riviera, L.L.C., whose registered mailing address is 304 University Parkway, Natchitoches, La 71457. The registered managers are Ronald W. Prewitt and Julie Cox Prewitt.

Section 1.11 Owner. The term “Owner” shall mean and refer to the owner of record title, whether one or more persons or entities, to any Lot, including without limitation, the Developer.

Section 1.12 Unit. The term “Unit” shall mean and refer to any unit of Beau Riviera Subdivision, Lot B1 through Lot B81 or that may now or hereafter be platted as such.

Section 1.13. Subdivision The term “Subdivision” shall mean and refer to Lots B1 through B-81, together with any and all common ground and any and all rights of way or easements all as shown and depicted on that subdivision plat prepared by Jack E. Farmer, PLS, entitled "Beau Riviera Subdivision", recorded the 18th day of December, 2008, which is duly of record at Map Slide 636B, under Original Instrument Number 320270 of the records of Natchitoches Parish, Louisiana. The Subdivision is located in Sections 9, 76, 78 & 79, Township 8 North, Range 6 West, Natchitoches Parish, Louisiana, all as more fully depicted on the above referenced plat by Farmer.

ARTICLE 2

ARCHITECTURAL CONTROL

Section 2.01 Authority.

- (a) The authority over architectural control, as set forth hereinafter, is initially vested exclusively in the Developer until the Control Transfer Date and the due election of the initial Committee.
- (b) Upon the latter to occur of the Control Transfer Date or the due election of the initial Committee, authority over architectural control in Beau Riviera shall be vested exclusively in the Committee.

Section 2.02 The Committee.

- (a) At such time as 41 lots in the Subdivision have been sold by the Developer to Builders or Owners, the Developer shall, within thirty days after the recordation of the sale of the forty first lot, record a statement in the Conveyance Records of Natchitoches Parish, Louisiana, that all such Lots have been sold; or alternatively, the Developer may, at any time, record a statement in the Conveyance Records of Natchitoches Parish, Louisiana, that the Developer had transferred control over architectural control of the Subdivision to the Association. The sixtieth (60th) day after the recordation of the first of the above described statements shall be the Control Transfer Date. Within the sixty day period, the Developer shall arrange for the holding of an election to elect the members of the initial Committee.
- (b) The initial Committee shall consist of five persons, each of whom must be an Owner of a Lot in the Subdivision. Regardless of the number of units in the Subdivision, there shall be only one Committee which shall have and exercise architectural control over the entirety of the Subdivision. In the election of Committee members, each Owner shall have one vote for each whole Lot owned by that Owner.
- (c) The initial election of Committee members shall be by written ballot which shall be mailed by the Developer to each Owner at his address as shown on the most recent tax records. The ballots shall state the time (which must not be less than thirty days after the mailing of the ballots) and the place (which must be in Natchitoches Parish, Louisiana) for the election. The Developer may recommend candidates for the election. Any ballot not timely received at the place established for the election shall not be counted. Each ballot, in order to be counted, must be signed by at least one Owner if the Lot is owned by one or more individuals, or by at least one person having appropriate authority to act on behalf of an entity which is an Owner. The five persons receiving the highest number of votes shall be elected to the Committee. In the event of a tie, the Developer shall determine the winner. The initial Committee shall serve for a two-year term or until their successors are duly elected and qualified.
- (d) The members of the initial Committee shall also serve as the Board of Directors of the Association. After the election of the initial Committee, the number, qualifications, election, removal, compensation, and other matter with respect to the Committee and its members shall be governed by the Article of Incorporation and the Bylaws of the Association.

Section 2.03 Architectural Control. No building, fence, wall or other structure or improvement whatsoever on any Lot in the Subdivision (a) shall be commenced, erected or maintained nor (b) shall be the subject of any exterior addition, change, or alteration (including, without limitation, painting, staining, or siding), nor (c) shall be the subject of demolition or destruction by voluntary action until the necessary approval from the Architectural Control Authority shall have been obtained. Approval shall be granted or withheld based on matters of compliance with the provisions of these Covenants, the type, quality, and color of materials, drainage, harmony of the external design and color with existing and proposed structures, and location with respect to topography, trees and finished grade elevation.

Section 2.04 Purpose of Architectural Control. The Architectural Control Authority will concern itself with maintaining the natural beauty and scenic and architectural harmony of the Subdivision. The Architectural Control Authority will concern itself with location of buildings, exterior designed and exterior materials and colors to provide what the Architectural Control Authority considers to be harmonious blending with existing structures.

Section 2.05 Applications for Approval. Each application made to the Architectural Control Authority shall be accompanied by complete, final plans and specifications showing the nature, kind, shape, height, material, color and location of the proposed structure, alteration, or demolition. The Architectural Control Authority shall approve or disapprove each application in writing.

Section 2.06 Effect of Inaction. In the event the Architectural Control Authority fails to approve or disapprove any application within thirty days after proper submission to it, approval will be deemed granted and this Article deemed fully complied with. The thirty day period shall commence to run from the date of actual receipt by the Architectural Control Committee of said plans and specifications which receipt must be evidenced by a postal receipt for certified or registered mail.

Section 2.07 Effect of Approval. The granting of approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Architectural Control Authority that the terms and provisions hereof shall be complied with if the building and/or improvements are erected in accordance with the submitted plans and specification, and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any person in the event that such building and/or improvements are constructed in accordance with such plans and specification and plat plan, but, nevertheless, fail to comply with the provisions hereof. No approval if plans or specifications shall ever be construed as representing or implying that such plans or specifications will result in a properly designed, constructed, or located structure.

Section 2.08 Initial Committee. The initial Architectural Control Committee will be comprised of the Developers, Ron Prewitt, Julie Prewitt and Jim Bridges AIA.

Section 2.09 No Liability. Neither the Committee or any of its members, nor the Developer or its officers, directors, shareholders, employees, agents or insurers shall ever be liable for any loss, cost, damage, expense, or injury arising out of in any way related to the performance or nonperformance of the duties of the Architectural Control Authority, unless due to the willful misconduct or bad faith of the party to be held liable. In the event any legal proceedings related to these Covenants are instituted against any of the aforesaid person and the party sought to be held liable is not expressly found to have been guilty of willful misconduct or bad faith, the party instituting such legal proceedings shall be liable for and shall pay the responsible costs and expenses (including, but not limiting to, attorney fees) incurred by the party sought to be held liable in connection with such legal proceedings.

Section 2.10 Preliminary Approval. Builders, designers and Owners are encouraged to consult with the Architectural Control Authority at the early stages of the home design process, rather than simply submitting final plans and specifications. Coordination of efforts will help to avoid costly changes to structure design.

Section 2.11 Fees The Developer will bear the cost of review of proposed house plans by architect Jim Bridges.

Section 2.12 Variances and Waivers. The Architectural Control Authority is empowered to waive or vary requirements in these Covenants on a case-by-case basis, provided such changes or waivers are in compliance with city, parish, and state regulations governing planned unit developers. As examples, circumstances such as topography, natural obstructions, trees, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance or waive. No charge or waiver shall be effective unless in writing and signed by the Developer or a majority of the members of the Committee, whichever is applicable.

Section 2.13 Notices of Noncompliance. If the Architectural Control Authority finds that any action had been commenced or taken without obtaining the necessary approval of the Architectural Control Authority or was not done in conformity with the

approved plans and specifications, the Architectural Control Authority shall notify the owner in writing of the noncompliance (a "Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. The owner shall commence to correct the noncompliance without delay. If the owner does not correct the noncompliance within fifteen days after the mailing of the Notice of Noncompliance or commence within 10 days after the mailing of the Notice of Noncompliance the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to be corrected within fifteen days (provided that such Owner diligently continues the correction of such noncompliance), the Architectural Control Authority may, at its option, record a Notice of Noncompliance against the Lot in which the noncompliance exists and/or may otherwise correct such noncompliance, and the Owner shall reimburse the Architectural Control Authority, upon demand, for all expenses incurred therewith. The reimbursement obligation and/or the obligation to correct the noncompliance shall be a charge on such Owner's Lot and shall be a continuing lien (secured by the same lien which secures the Maintenance Charge). The right of the Architectural Control Authority to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Architectural Control Authority may have at law, in equity, or under these Covenants to sure such noncompliance.

Section 2.14 No Implied waiver or Estoppel. No action or failure to act by the Architectural Control Authority shall constitute a waiver or estoppel with respect to future action by the Architectural Control Authority with respect to the construction, alteration, or demolition of any improvements within the Subdivision. Specifically, the approval by the Architectural Control Authority of any application shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar application by such person or by other Owners.

Section 2.15 Discretion of the Architectural Control Authority. Many provisions in these Convents call for or depend upon the exercise of discretion and judgment on the part of the Architectural Control Authority. In all such instances, the Architectural Control Authority shall have sole, absolute and final discretion, unless it is established in appropriate legal proceedings that the Architectural Control Authority acted in an arbitrary and capricious manner.

ARTICLE 3

BEAU RIVIERA HOMEOWNERS ASSOCIATION

Section 3.01 Membership. Every person or entity who is a record owner of the fee title to any Lot in the Subdivision shall be a "member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned by such Member. Membership shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as a husband and wife) there shall be but one membership for each Lot. Ownership of a Lot shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. Prior to the Control Transfer Date, the Members shall have no voting rights with respect to the Association, and all such voting rights are hereby reserved to the Developer. Prior to the control Transfer Date, the Developer shall appoint the Board of Directors of the Association.

Section 3.02 Nonprofit Corporation. Beau Riviera Homeowners Association, Inc., a non profit corporation when organized shall be governed by the Articles of Incorporation and Bylaws of said Association. All duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 3.03 Bylaws. The Association may adopt whatever Bylaws it may choose to govern the organization or operation of its affairs and the affairs of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions of these Covenants.

Section 3.04 Rental and Leasing. Owners must notify the Architectural Control Authority if their Lots or property are leased or rented. Owners must also provide the Architectural Control Authority with the name of the tenant, a copy of the lease, and the current mailing address of the Owner of the Lot. In no event, however, shall any leasing be allowed except pursuant to a written agreement or form approved by the Architectural Control Authority that affirmatively obligated all tenants and other residents of the Lot to abide by these Covenants, and by the Articles and Bylaws of the Association.

ARTICLE 4 **MAINTENANCE FUND**

Section 4.01 Maintenance Fund Obligation. Each owner of a Lot in the Subdivision by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association an annual maintenance charge (the "Maintenance Charge") and any other assessments or charges hereby levied. The interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

Section 4.02 Basis of Maintenance Charge. The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association annually, in advance, on or before the first day of January of each year, or on such other basis (monthly, quarterly, or semi-annually) as the Board of Directors of the Association may designate in its sole discretion. Maintenance Charges shall be prorated on the basis of the number of full months remaining in the calendar year, in the event of a sale of a lot during the year.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of fifteen percent (15%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non use of any Common Areas or facilities available for use for Owners of the Subdivision or by the abandonment of his Lot.

(c) The initial Maintenance Charge applicable to each Lot will be Three Hundred and No/100 Dollars (\$300.00) per year. The Maintenance Charge cannot be increased by the Developer prior to the Control Transfer Date. After the Control Transfer Date, the Maintenance Charge may be increased or decreased by the action of the majority of the Board of Directors of the Association. All other matters relating to the Maintenance Charge and the collection, expenditure and administration of the Maintenance Fund shall be determined by the Board of Directors, subject to the provisions hereof.

(d) The Maintenance Charge will include a charge for utilities, if any, consumed or used by the common areas.

(e) The Maintenance Charge and other charges or assessments described in these Covenants shall not, without the express written consent of the Developer, apply to the Lots owned by the Developer.

Section 4.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and other charges and assessments hereby levied, a lien for the benefit of the Association, shall be and is hereby reserved, which lien shall be enforceable through appropriate proceedings by the Association. In the event of nonpayment by any Owner of and Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained and exercising the remedies provided herein, upon ten (10) days' prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

Section 4.05 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charges or assessments levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice (Notice of Lien) setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the full amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied, the Association shall execute and record the notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 4.06 Liens Subordinate to Mortgages. The liens described in this Article shall be subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third-party lender, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days' advance in written notice of the Association's proposed foreclosure of the lien described in this Article, which notice shall be sent to the nearest office of such mortgage by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based; provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article.

Section 4.7 Use of the Maintenance Fund. The maintenance Fund shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein or in the Bylaws, including the maintenance of the Common Areas (including, without limitation, any private roads and streets and any gates). The maintenance Fund may be expended by the Association for any purposes which in the judgment of the Association, will tend to maintain the property values in the Subdivision, including, but not limiting to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, utilities, replacement and maintenance of the Common Areas as may from time to time be authorized by the Board of Directors, including but not limiting to, construction, maintenance, and operation of an administration and/or maintenance buildings, salaries of personnel and fees paid to independent contractors, mowing of grass and weeds within the Subdivision and maintaining and caring for the Common Areas, the maintenance or replacement of maintenance of the right of way (to extent necessary or appropriate), rent or purchase of any equipment needed to perform the duties of the Association and maintenance or replacement of such equipment, the operation, maintenance, repair and replacement of fences, walls, plantings and equipment and improvements, payment of all legal and other expenses incurred in connection with the enforcement of these Covenants, payment of all responsible and necessary expenses in connection with the collection and administration of the Maintenance Charge and other charges and assessments required by these Covenants or that the Board of Directors shall determine to be necessary to meet the primary purpose of the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in these Covenants and in the Bylaws, the use of

the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is in good faith.

Section 4.08 Exempt Property. The following property subject to these Covenants shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Areas.

ARTICLE 5

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 5.01 Period of Developer's Rights and Reservations. The Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof until the Control Transfer Date. The rights and reservations hereinafter set forth shall be deemed expected and reserved in each conveyance of a Lot by the Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by the Developer. The right's, reservation and easements hereinafter set forth shall be prior and superior to any other provisions of these Covenants and may not, without the Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of these Covenants. The Developer's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 5.02 Right to Construct or Remove Improvements. The developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated to construct additional improvements within the Subdivision, including, without limitation, the Common Areas, at any time and from time to time for the improvement and enhancement of the Subdivision. The Developer may impose a special charge in order to pay for the cost of such improvements made before the Control Transfer Date, the Developer shall convey or transfer those improvements made the subject of a special charge to the Association, and the Association shall be obligated to accept title to, care for, and maintain the same.

Section 5.03 Right to Use Common Areas. The developer shall have and hereby reserve the right to reasonable use of the Common Areas and of services offered by the Association in connection with the promotion and marketing of land within the Subdivision. Without limiting the generality of the foregoing, the Developer may erect and maintain on any part of the Common Area such signs, temporary buildings, and other structures as the Developer may reasonably deem necessary or proper in connection with the promotion, development, and marketing of land within the Subdivision; may use vehicles and equipment within the Common Area for developmental and promotional purposes; and may permit prospective purchasers of property within the boundaries of the Subdivision who are not Owners or Members of the Association, to use the Common Area at reasonable time and in reasonable numbers.

Section 5.04 Right to Complete the Subdivision. No provisions of these Covenants shall be constructed to prevent or limit the Developer's right (or require the Developer to obtain any approval) to (i) complete development of the real property within the boundaries of the Subdivision, (ii) additionally the Developer fully intends to develop "Phase 2" of Beau Riviera Subdivision adjacent to "Phase 1" Lots # B43 through #B81.

Section 5.05 Right to Grant and Create Easements and Servitudes. The Developer shall have and hereby reserve the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over, and across (i) the Lots or other property owned by the Developer, (ii) the Common Areas, and (iii) existing utility easements. The Developer also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over

and across the streets and roads within the Subdivision and to and from the Subdivision for the benefit of owners of any other property, regardless of whether the beneficiary of such easements owns property which is now or hereafter made a part of Beau Riviera.

Section 5.06 Right to Convey Property to the Association. The Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with these Covenants, with the consent of any other Owner or the Association, and the Association shall be bound and obligated to maintain the same.

ARTICLE 6 **LAND AND BUILDING TYPE**

Section 6.01 Residential Use. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one permanent single family dwelling not to exceed two stories in height, Subject to Architectural Control Authority approval (with respect to both construction and use), dual family dwellings (i.e., dwellings with more than one kitchen area) may be permitted if used for the occupancy of persons such as family members for a live in maid, nurse or care giver or if used as bona fide servants quarters.

Section 6.02 Dwelling Size. The size of any residential structure on Lots B1-B43 shall not contain less than 2200 square feet heated floor area exclusive of open porches, walkways, carports, and garages. On Lots #B44 through #B81 the size of any residential structure shall not contain less than 2000 square feet heated floor area exclusive of open porches, walkways, carports, and garages.

Section 6.03 Location. All structures must be located within the permitted building area of a Lot.

Section 6.04 Building Setbacks. The minimum front setback for any improvement on any Lot shall be as follows:

-Road Setbacks: 100 ft. on lots B1 through B43 and 75 ft. on lots B44 through B81.

-Side Setbacks: 15 ft. from side lots boundary lines.

-Rear Setbacks: 75 ft. from Cane River Lake on lots B1 through B43 and 75 ft. from rear lot line on lots B44 through B81.

Section 6.05 Front Width. The front of any single or multi story dwelling shall be of width sufficient to be in harmony with the Lot size and with other dwellings in the Subdivision.

Section 6.06 Roofs. Prior to the construction of any improvements on a Lot, the quality type and pitch of the roof for the improvements are to be first approved in writing by the Architectural Control Authority. All roofs shall have a pitch if not less than 7/12, unless otherwise specifically approved by the Architectural Control Authority. The Architectural Control Authority may grant exceptions to the minimum roof pitch where a lower pitch is a part of the particular architectural style of the structure or where other factors make a lower pitch desirable. Asphalt shingle roofs must be of laminated type shingle.

Section 6.07 Corner Lots. Special attention will be paid to roof pitches and the side view on residences on corner Lots, The use of compound roofs may be prohibited if, in the opinion of the Architectural Control Authority, the side view is not complementary to the front view.

Section 6.08 Chimneys. All chimneys are to be constructed of permanent materials, such as brick veneer, stucco or dryvit, and not wood. Chimneys are required to have a finished top that is corbelled or stepped out to create a capped look. Exceptions to these requirements may be granted by the Architectural Control Authority where the design of the residence is contrary to the requirements or where a chimney atop a secondary fireplace is not visible from the street.

Section 6.09 Garages. Each dwelling shall have a carport or enclosed garage adequate to accommodate not less than two automobiles and shall have paved concrete driveway access thereto. Garage doors, except when the garage entrance is in use, are required to be kept closed.

Section 6.10 Driveways, Walkways, and Patios. Driveways shall be constructed of reinforced concrete and shall be at least four (4) inches thick. No other driveway surface is permitted unless submitted to the Architectural Control Authority and approved in writing by the Architectural Control Authority. For architectural approval, special attention will be paid to the flatwork design of driveways, walkways, and patios to attain harmonious, natural appearances.

Section 6.11 Lighting. The owner of each lot upon which a structure is completed shall provide and maintain in an operable manner an electric yard light equipped with a 100-150 watt fluorescent bulb. The design of this light is to be approved by the Architectural Control Authority. The attached brochure depicts the type of light required. Such lights will be installed at the approximate center of each lot a 15 ft. setback from the road.

Section 6.12 Detached Structures. Detached garages, detached guest houses and any other detached structures including boat houses may be built on any Lot if the same architectural style and materials are utilized as in the main residence. The exact location of any detached structure on a Lot must be specifically approved by the Architectural Control Authority.

Section 6.14 Lot Maintenance. All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owners of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon, and shall not burn any garbage, trash, or rubbish. All yard equipment or storage items shall be kept screened from the view of neighboring Lots, streets or other property.

ARTICLE 7 **CONSTRUCTION**

Section 7.01 Mud Control. Builders are required to install driveways and to complete preliminary rough drainage immediately after the installation of the foundation so that construction mud will be limited in the streets. Builders and contractors are required to remove mud and concrete from the streets after concrete installation. Builders and contractors are required to maintain erosion control in such a way to prohibit the collection of mud and dirt in the streets. Builders are required to review and sign the Storm Water Pollution Control Plan in effect for the Subdivision.

Section 7.02 Licensed Builders. No person other than a builder holding a valid Louisiana State Residential Building License shall be permitted to construct any residence on a Lot. All Builders are encouraged to maintain active membership in the National Association of Home Builders.

ARTICLE 8 **VEHICLES**

Section 8.01 Parking. No automotive vehicles will at any time, day or night, be parked within the right-of-way of any street either upon the roadway, the shoulder or the adjacent open area, but shall at all times be parked within the boundaries of privately-owned Lots on areas intended for parking (i.e., on driveways and in garages and carports).

Section 8.02 Parties or Other Functions. Any Owner hosting a party or other function at his residence shall insure that visitors park only on one side of the street (to the extent street parking is necessary) to accommodate an orderly flow of traffic.

Section 8.03 Dangerous Substances. No vehicle normally or actually used for the transportation of inflammatory, explosive or other hazardous or dangerous substances may be kept with the Subdivision either on the public street or privately owned property at any time.

Section 8.04 Recreational Vehicles. No recreational vehicle, travel trailer, motor home or similar vehicle shall be stored, kept, allowed to remain, parked or repaired on any public street or upon any privately owned property lying with Beau Rivera, except that, subject to the discretion of the Architectural Control Authority, such vehicles may be allowed on privately owned property for periods not in excess of twenty-four (24) hours, for purposes of loading and unloading.

ARTICLE 9 **NUISANCES**

Section 9:01 No Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. The Architectural Control Authority shall determine where any particular activity constitutes a nuisance.

Section 9:02 Enforcement. Engagement in any of the activities prohibited in this Article shall be deemed an offensive activity and subject to the enforcement provision of Article 25.

ARTICLE 10 **OTHER STRUCTURES**

With the exception of the residence and garage or carport or other structure of the same design, material and color of the residence, no temporary or permanent structure, trailer, basement, tent or other outbuilding shall be allowed on any lot at any time unless approved in writing by the Agricultural Control Authority. Specifically, no metal storage building shall be allowed to be placed or remain on any Lot at any time. Notwithstanding anything to the contrary contained here, Builders may have temporary structures on Lots during the construction of a residence on that Lot. As a condition of approval, the Architectural Control Authority may require screening from view by the public or adjacent property owners of any building placed on a Lot.

ARTICLE 11 **SIGNS**

All signage within the Subdivision shall be subject to the approval and control of and removal by, the Architectural Control Authority. Subject to Architectural Control Authority approval, no sign of any kind shall be displaced to the public view on any Lot except on professional sign of not more than two square feet advertising the property for sale or rent, or signs used by a Builder or the Developer to advertise the property during the construction and sales period. Any sign, temporarily or permanently displayed within the subdivision shall be neatly constructed and neatly lettered in a professional style acceptable to the Architectural Control Authority. Generally speaking, signs that

promote the sale of items or goods other than homes or lots will not be permitted in the Subdivision, and the Architectural Control Authority shall remove and discard any nonconforming sign.

ARTICLE 12 **MAILBOXES**

Section 12:01 Approval. All mailboxes, and standards therefore, must be of a type and size approved by the Architectural Control Authority and the United States Postal Service and said mailboxes shall be placed in a location approved by the Architectural Control Authority and the United States Postal Service. No mailbox or standard therefore may be erected unless the type and size and location thereof have been previously approved in writing by the Architectural Control Authority. The attached brochure depicts the type of required mailbox.

Section 12:02 Repair or Replacement. Once erected or installed, the Developer or the Architectural Control Authority shall replace or repair all mailboxes or standards therefore, at the cost of the Owner(s) utilizing such mailboxes and standards.

ARTICLE 13 **EASEMENTS**

Section 13:01 General Provisions. Easements for the installation and maintenance of utilities and/or drainage facilities are reserved as shown on the recorded plat. The aforesaid easements are along one or more sides of certain of the Lots.

Section 13:02 Use for Drainage. All utility easements in the Subdivision may be used by the Developer for the construction of drainage swales or other drainage improvements in order to provide for improved drainage of the property.

Section 13:03 Use by Utility Companies. Any utility company serving the Subdivision shall have the right to enter upon any utility easement in the Subdivision for the purpose of installing, repairing and maintaining their respective facilities.

ARTICLE 14 **HYDROCARBON AND MINING OPERATIONS**

No hydrocarbon drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, pipelines, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained upon any Lot.

ARTICLE 15 **LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except that dogs, cats or other household pets may be kept in the total number of not more than three animals in the aggregate, excluding young of not more than 60 days of age, but may not at any time be kept, bred or maintained for any commercial purpose. It is the intent of this Article to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by keeping of such animals.

ARTICLE 16 **RELOCATION OF BUILDINGS**

Construction of new buildings only shall be permitted. It is the intent of this Article to prohibit the moving of any existing buildings onto a Lot and remodeling or converting same into a dwelling unit or other structure.

ARTICLE 18
FIREARMS

Discharge or firing of any air rifles, pellet guns or firearms of any type within Beau Rivera is prohibited except in the defense of property or persons.

ARTICLE 19
DRAINAGE

Section 19:01 Grades and Elevations. For drainage purposes, the grades and elevations of the land existing at the time of conveyance of the Lot by the Developer shall for the purposes and as to all parties be deemed the natural grades and elevations, and said grades and elevations shall not be changed or altered unless specifically shown in submitted plans and approved in writing by the Architectural Control Authority.

Section 19:02 House Pads. Nothing contained herein shall be construed to prevent construction of foundations above applicable flood levels or to prevent adequate drainage of the structure, provided that all such facilities are reflected in the submitted plans.

ARTICLE 20
COMPLETION OF IMPROVEMENTS

Construction of any improvements upon any Lot, once commenced, shall be carried forward with due diligence and, in the case of residences, shall be substantially completed within eight months from the date of commencement.

ARTICLE 21
UNIMPROVED LOTS

Section 21:01 Mowing. The Architectural Control Authority shall cause all unimproved Lots to be mowed during the growing season, and the estimated or actual cost thereof shall be added to and shall become a part of the Maintenance Charge for the Owners of such unimproved Lots.

Section 21:02 Construction Materials. No construction materials may be stored on an unimproved Lot for more than thirty (30) days prior to the commencement of actual construction.

ARTICLE 22
RESUBDIVISION PROHIBITED

No Lot or Lots may be resubdivided, in whole or in part, without the prior written consent of the Architectural Control Authority

ARTICLE 23
GATED STREETS

The costs and expenses of maintaining the gated entrance will be borne by the Association. It is the intension of the Developer to make Beau Rivera a gated subdivision. However this must be voted in by the Homeowners Association after the sale of the 41st Lot. After the Control Transfer Date, the Owner of Lots shall have full authority and control over the use and operation of the gate.

ARTICLE 24
SEVERABILITY

Invalidation of any of these covenants or any portion thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 25
ENFORCEMENT

The Architectural Control Authority or the Developer, in their own right and/or as representative of any Owner, or any Owner shall have the right to enforce in a court of law of competent jurisdiction, by injunctive relief or otherwise, any violation of any of these Covenants, as now existing or as may be hereafter modified or amended. Any attorney fees incurred by the Architectural Control Authority, the Developer, or any Owner in the enforcement of these Covenants shall be paid by the violator thereof. This provision grants a right of enforcement, but in no way obligates the Architectural Control Authority, the Developer or any Owner to pursue such enforcement. Failure by the Architectural Control Authority, the Developer or any Owner for any period of less than (2) years to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 26
TERM

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years for the date of these Covenants; and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded agreeing to change these covenants in whole or in part.

ARTICLE 27
AMENDMENT

These Covenants and restrictions may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by a majority of the Owners. Any amendment must be property recorded.

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses, on this ____ day of _____, 2008.

BEAU RIVERA, L.L.C.

BY: _____
Ronald W. Prewitt

BY: _____
Julie Zeichner Prewitt

Notary Public in and for
Natchitoches Parish, Louisiana