

EXHIBIT "F"
USE RESTRICTIONS AND RULES

a. **Lots.** Lots may not be used for any purpose other than residential. An Owner may consolidate not more than two (2) Lots within The Lakes on the Teche for the construction of a single Dwelling thereon.

b. **Leasing.** Dwellings may be rented, subject to the Rules and Regulations, as promulgated by the Board which may be modified from time to time. Except as otherwise provided in Exhibit "G", no rule or regulation may limit the length of leases. In any event, no Dwelling shall be rented to more than one (1) person. Except as otherwise provided in Exhibit "G", Lots may be leased in their entirety.

c. **Occupancy.** In the absence of written approval of the Board of the Association, all Occupants of a Dwelling must comprise a Single Family Unit. For purposes of this subparagraph c., "**Occupant**" shall mean any Person who stays overnight in a Dwelling for more than seven (7) days (whether or not consecutive) in any one (1) calendar year.

d. **Model Homes.** Any provision of this Declaration that prohibits non-residential use of Lots or apartments and regulates parking of vehicles shall not prohibit the construction and maintenance of model homes or other model Lots of any kind (including, without limitation, any used in whole or in part as sales offices) (collectively, "**Models**") by Developer or Builders engaged in the construction of Lots within the Property, or parking incidental to the visiting of such Models, so long as the construction, operation and maintenance of such Models and parking otherwise comply with all of the provisions of this Declaration. The Design Review Board may also permit Lots and other areas to be used for parking in connection with the showing of Models. Any homes or other structures constructed as Models shall cease to be used as Models at any time the owner thereof is not actively engaged in the construction and sale of Lots within the Property, and no home or other structure shall be used as a Model for the sale of homes or other structures not located within the Property. This Section shall not apply to model apartment units in an apartment building or apartment complex for which such use is permitted by the declaration recorded with respect to that building or complex. Neither the provisions of this Section nor the provisions of any other Section of this Declaration shall restrict or prohibit the right of the Developer or an affiliate of Developer to construct, operate and maintain Models within the Property.

EXHIBIT "G"
RULES AND REGULATIONS

Except for the activities of Developer in connection with the development of The Lakes on the Teche and the activities of any permitted grantees hereunder in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone and communications, and cable television lines and facilities within utility and drainage servitudes, the following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors and/or the Design Review Board. The fact that the Board of Directors and/or the Design Review Board are given the right to grant exceptions to the prohibitions contained in this **Exhibit "G"**, shall not mandate that any exceptions be granted. To the extent any inconsistency exists between the provisions of this Exhibit "G" and the provisions of the Design Code and Sections 8.4 through 8.12 of this Declaration, the provisions of the Design Code and Sections 8.4 through 8.12 shall control.

a. **Animals** Raising, breeding, or keeping of animals of any kind on any Lot or within any Dwelling or Building constructed on a Lot or Commercial Parcel shall not be permitted, except that no more than three (3) dogs, cats, or other usual and common household pets may be permitted on any Lot or within any Dwelling constructed on a Lot (provided they are not raised, bred or kept for commercial purposes), subject to such additional Rules and Regulations as may be adopted for the Property or any portion thereof, which rules may prohibit all pets or specific types of animals, and prohibit outdoor kennels and dog runs. The Rules and Regulations may also designate specific areas within the Common Area where pets may be walked, prohibit pets on other areas, require pets to be on leash, and restrict the rights of tenants to keep pets. Any pet that the Board in its sole discretion determines to be a nuisance, after notice to such Member or resident and affording such person an opportunity for a hearing before the Board, shall be removed from the Lot upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. The Board may also, in its sole discretion, prohibit the keeping of specific breeds of dogs, cats and other permitted animals within any part of The Lakes on the Teche where the Board determines that the keeping of such animals is a safety risk. Each Owner shall be strictly responsible to immediately collect and properly dispose of wastes and litter of any permitted pets. Notwithstanding anything to the contrary contained in this Declaration, this subparagraph shall be applicable only to those Owners who are Members of the Association.

b. **Antennas.** Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall not be permitted on any Lot or Commercial Parcel, except that:

(1) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter;

(2) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or

(3) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**"), shall be permitted only in rear yards or mounted on the rear of Improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any Lot or Commercial Parcel even if such location adversely affects such Permitted Antenna's ability to receive signals. If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any Improvements, or in any front yard, or on the front of any improvements, in order to avoid a diminution in signal reception from such Permitted Antenna or unreasonable costs to install, maintain or use such Permitted Antenna, then, unless prohibited by applicable law, any installation in the front or side yard or on the front or side of any Improvements shall be subject to review and approval by Developer, or, upon delegation of its powers, by the Design Review Board, which review shall be completed, and the resulting requirements communicated to the Owner, within seven (7) days of receipt of the application for review. Developer or the Design Review Board may impose requirements as to location within the front or side yard or on the front or side of any Improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph b. is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph b. regarding locating Permitted Antennas in the least visible location on any Lot or Commercial Parcel.

c. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or Commercial Parcel, or any Improvement(s) thereon, unless approved by the Design Review Board.

d. **Basketball Goals; Play Structures.** Except in an Alley adjacent to a Rear-Loaded Lot, no basketball goal, backboard or similar structure or device, and no swing sets or other play structures, shall be placed or constructed on any Lot without the prior written approval of the Design Review Board (including, without limitation, approval as to appearance and location). Such structures and fences are not permitted on Commercial Parcels unless determined by the Design Review Board to be reasonable and necessary to the nature of business conducted thereon. Basketball goals or backboards, may be placed in Front-loaded Lots if movable and stored when not in use. Driveways shall remain as provided during the original construction for access to Garages only. Driveways shall not be expanded to accommodate sports or play equipment.

e. **Business on Lots.** Any business, trade, or similar activity shall not be conducted from any Lot or any Dwelling or apartment on any Lot, except as provided in this subparagraph e., and except that an Owner or occupant residing in a Lot may conduct "**discrete business activities**" within the Lot, so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; the business activity does not involve regular visitation, deliveries, shipping, or warehousing of the Lot, door-to-door solicitation of residents of the Property, excessive deliveries and/or shipping related to the business activity, or warehousing; and the business activity is consistent with the residential character of the Property and does not violate these Use Restrictions and Rules. Examples of "**discrete business activities**" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board of the Association may

restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion.

The leasing of a Lot in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this subparagraph e. This subparagraph e. shall not apply to any activity conducted by Developer or a Builder approved by Developer with respect to its development and sale of the Property or its use of any Lots that it owns within the Property, including the operation of a timeshare, or similar program.

Notwithstanding anything to the contrary in this Declaration, Developer and any Builder approved by Developer may utilize a Lot as a show house or model home. Furthermore, Developer and any approved Builder may utilize a Lot as a sales office for homes being constructed within the Property.

An occupant residing in the Primary Residence on a Lot may conduct such activities from the Primary Residence or a garage apartment on the Lot, or an occupant residing in a apartment in the Commercial District may conduct such activities from the garage apartment, all in accordance with this subparagraph e.

f. **Compliance with Law.** No use shall be made of, nor any actions taken on, any Lot or Commercial Parcel that is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot or Commercial Parcel is located.

g. **Construction Requirements; Landscaping Requirements.** No Improvements shall be constructed nor any landscaping or other Work performed on any Lot or Commercial Parcel, except in strict compliance with this Declaration, the Design Code and except for matters as to which a written variance has been granted by the Design Review Board. Where construction trailers are permitted, the trailer must be attractively landscaped. During construction, no draining of pools on adjacent property or into washes or open spaces is permitted.

h. **Decorations, Equipment, Structures and Personal Property.** Placement of decorations, sports or play equipment or other structures or personal property shall not be permitted on the exterior portions of any Lot or Commercial Parcel; provided, however, a reasonable number of holiday and religious decorations may be displayed on a Lot or Commercial Parcel for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Developer (or the Design Review Board, if delegated authority by Developer) to require removal of any such decorations that it deems to (a) be excessive in number, size or brightness, relative to other Lots or Commercial Parcels in the area; (b) draws excessive attention or traffic; or (c) unreasonably interferes with the use and enjoyment of neighboring properties.

i. **Diseases and Insects.** No person shall permit any thing or condition to exist upon any Lot, Commercial Parcel or other property within The Lakes on the Teche which shall induce, breed or harbor infectious diseases or noxious insects.

j. **Division of Lots.** No Lot or Commercial Parcel shall be divided or subdivided and no portion of any Lot or Commercial Parcel other than the entire Lot shall be transferred or conveyed for any purpose whatsoever, except by Developer, or with the prior, express, written approval of the Design Review Board if such authority is delegated by Developer. This

subparagraph j. shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to the Association or Developer.

k. **Driveways.** Driveways shall be consistent with Design Code.

l. **Encroachments.** With the permission of the Design Review Board, Eaves, soffits, Stoops, Stairs, balconies and Fascia of Buildings are permitted to overhang a Utility Easement or a Street right of way, by twenty-four (24") inches, provided that any such encroachment must be no less than ten (10') feet above the finished ground elevation in the area of the encroachment, and further provided that any required consent has been obtained from any Governmental Authority or utility company, whether public or private. Roofs are permitted to overhang the Setback by twenty-four (24") inches, except where the Setback is zero (0') feet. **[Glenn checking]**

m. **Exterior Lighting.** Except as specified in the Commercial Design Code, the number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated flood lights shall at a minimum be located beneath Eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on Building surfaces up to a maximum height of twelve (12') feet. All exterior light sources shall be shielded from view by adjoining properties.

n. **Fences and Garden Walls.** Any Fence or Garden Wall, the design and construction of which has been approved in accordance with the Design Code, shall be kept neat and attractive and in good repair. All ornamental iron or picket Fences shall be painted or otherwise finished in accordance with the Design Code. All Fences shall be maintained so as not to detract from the general appearance of The Lakes on the Teche. On any Lot having a portion of any perimeter wall constructed by Developer upon the Lot, the Owner(s) of such Lot will be responsible for maintaining that portion of the wall that is upon the Lot in good condition and repair. This provision shall not require that the Design Code or the Design Review Board approve any Fences or that either approve ornamental or picket Fences.

o. **Firearms.** Discharge of firearms shall not be permitted within The Lakes on the Teche; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

p. **Flags.** Subject to the provisions of Sections 8.4 through 8.12 herein, flags of any kind placed on a Lot so as to be visible from outside the Dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" X 72" in size and one decorative flag not exceeding 36" X 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior facade of the residence at a location approved by the Design Review Board.

q. **Gambling and Gaming.** Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration shall not be permitted on any Lot or within any Dwelling on any Lot; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential Dwelling on the Property

for the activities described in this subparagraph so long as such use is either: (1) in conjunction with fundraising activities for a non-profit or charitable organization, or (2) is a private, social, non-commercial activity.

r. **Garage Doors; Openings.** Garage Doors and Openings shall be consistent with the Design Code.

s. **Garage.** Conversion of any Garage to a use that precludes the parking therein of the number of vehicles for which it was originally designed shall not be permitted. At the time of any construction of a Building on a Lot, the Owner shall also construct a Garage which, as set forth in the definition, is totally enclosed when all doors (both for vehicles and pedestrians) are closed. All openings, other than windows, must have doors that close easily. No Garage may have an opening (other than a window) which is taller than ten (10) feet above the finished grade of the floor of the said Garage.

t. **Garages; Alley-Loaded Lots.** Any Owner of any Alley-Loaded Lot shall cause the foundation for any Garage that is to be constructed on the Lot to be poured contemporaneously with the pouring of the foundation for any Buildings and/or Improvements to be constructed on the Lot except with the prior consent of the Design Review Board to a different scheduling. Any such Garage shall face and be accessed through the Alley.

u. **Garages; RVs.** No garage built specifically for a recreational vehicle, camper, motorhome or similar vehicle shall be permitted in The Lakes on the Teche. An Owner may keep a recreational vehicle, camper, motorhome or similar vehicle on his Lot only if such vehicle remains in a Garage permitted hereunder with a door opening of no more than ten (10') feet high.

v. **Garage sales, rummage sales, or similar sales.** Garage, rummage or similar sales shall not be permitted on any Lot; provided, however, that Declarant may allow no more than two (2) community garage sales per calendar year in a portion of the Common Area determined by Declarant. The time, place, and method of notice to Owners of a community garage sale shall be at Declarant's sole discretion.

w. **Garbage; Trash Collection.** Owners or occupants of all Lots shall place their garbage for pick up in such containers, on such days and in such method as required by the City of Breau Bridge and Parish of St. Martin. Owners or occupants of all Lots that do not front Streets shall place garbage for pick up in the Alleys and no Owner or occupant shall place garbage bags in public view except on trash collection days. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall use and store trash and garbage containers on days other than scheduled trash collection days in compliance with other provisions contained in this Declaration and any applicable Rules and Regulations of the Association. The Design Code, the Landscape Design Code and the Association, through its adoption of its Rules and Regulations, may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

x. **Golf Carts, "Minibikes", "Go-Carts", and "All Terrain Vehicles".** Operation of "minibikes", "go-carts", "All Terrain Vehicles" and other similar vehicles shall not be permitted within the Property, except that the use of golf carts by Declarant, Owners, residents, and tenants of The Lakes on the Teche, and agents, employees and representatives of the Association and the Joint Committee shall be permitted and encouraged within the Property to

the extent permitted by applicable federal, state and local law. The Association may adopt Rules and Regulations governing the use of golf carts within the Property at their sole discretion.

y. **Half-way Houses.** No Dwelling or other Improvement on any Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. For the purposes of this subparagraph y., the term "**Supervising Agency**" shall mean a Governmental Authority including without limitation thereto the Sheriff of St. Martin Parish, the police department for the City of Breaux Bridge, the Louisiana Department of Corrections, the United States Department of Justice and the United States Marshal's Service. For the purposes of this subparagraph y., the term "**Half-Way House**" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization or other form of confinement.

z. **Incinerators.** No incinerator shall be kept or maintained on any Lot.

aa. **Interference with Servitudes and Drainage.** No Improvements other than Driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot or Commercial Parcel that may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, Driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot or Commercial Parcel in accordance with the requirements of the Design Code and in compliance with the provisions of Article 7 and Article 8.

bb. **Ingress and Egress.** Except as allowed by the Design Code or as otherwise approved by the Design Review Board, vehicular ingress to and vehicular egress from Lots and Improvements thereon shall be from and to the front of the Lot (*i.e.*, that side which a Dwelling thereon must face as hereafter set forth) and no vehicular access shall be allowed from the sides or rear of any Lot; provided, however, that (a) vehicular ingress and vehicular egress to and from a Garage on each Alley-Loaded Lot shall only be from the rear of the Lot. With respect to each Lot that is bordered on its rear property line by an Alley, there shall be no Driveway or parking area constructed or used on that part of any such Lot between the front wall of the Primary Residence and the front property line where the said Lot fronts on a Street. Ingress and Egress in the Commercial District shall be as allowed by the Commercial Design Code.

cc. **Insurance.** Nothing shall be done or kept on any Lot, Commercial Parcel or the Common Area that will increase the rate of, or resulting cancellation of, insurance for The Lakes on the Teche or any other Lot or Commercial Parcel, or the contents thereof, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family Dwelling.

dd. **Waterfront.** Any Lot that shall abut upon any lake, bayou, stream, pond, wetland, or other waterway shall be subject to the following additional restrictions:

(1) No pier, wharf, dock, bulkhead or other structure or obstruction or any other wall, revetment, rip-rap or any other material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Property

or adjacent thereto except with the specific written approval of the Association. As to any such structure, approval or permits from the United States Army Corps of Engineers or any other such private or governmental agency as may be now or hereafter required must be obtained by the Owner, if permitted by the Association hereunder.

(2) Except with the prior written approval from the Association, no device or material may be constructed, placed or installed upon any Lot that shall in any way alter the course of natural boundaries of any waterway or that shall involve or result in the removal of water from any waterway.

(3) The Owner of each Lot abutting the water's edge shall release and discharge Developer, the Association, the City of Breau Bridge, and the Parish of St. Martin, from any and all claims for debt or damages sustained by the Owner or a lessee or existing in the Owner's or lessee's property and property rights heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of said lakes, streams, ponds, wetlands, and waterways.

(4) All such Lots shall be subject to a perpetual easement in favor and for the use and benefit of the Association for the maintenance of said lakes, streams, ponds, wetlands, and waterways.

(5) Additional District Assessments shall be imposed on such Lots for lake and bayou maintenance.

ee. **Landscaping.** Landscaping, in accordance with the Landscape Design Code, is required on any Lot or Commercial Parcel on which Improvements have been constructed, except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot or Commercial Parcel except in compliance with the Landscape Design Code and in compliance with the requirements of Article 8.

ff. **Leasing of Lots.**

(1) Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, residential Lots may be leased in their entirety; however, no single rooms, except where part of an inn or hotel room, or other fraction or portion of a residential Lot may be leased, nor shall any residential Lot or portion thereof be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants.

(2) Notice of any lease, together with such additional information as may be required by the Board, shall be given to such Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, applicable Bylaws, and the Use Restrictions and Rules. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated representative or officer. All tenants of Owners occupying any portion of the Property within The Lakes on the Teche agree to be bound by the terms and provisions and all Reservations contained in this Declaration.

gg. **Maintenance.** No Lot or Commercial Parcel (whether or not any Buildings have been constructed on the Lot), and no Dwelling or other Improvements that are located upon a Lot or Commercial Parcel, shall be permitted to fall into disrepair and each such Lot or Commercial Parcel, and all such Dwellings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Design Code, the Landscape Design Code or in the Rules and Regulations of the Association. Each Owner shall keep neat and maintain in good condition and repair that portion of any Street right-of-way servitude (i.e., that portion of the right-of-way between the edge of the Street curb and the Owner's boundary line(s)) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot or Commercial Parcel. The opinion of the Design Review Board as to the acceptability of such conditions shall be final; the Design Review Board may delegate, in its sole discretion, its authority under this provision.

hh. **Mineral and Mining Activity.** No Lot or Commercial Parcel shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot or Commercial Parcel through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within five hundred (500') feet of the surface of any Lot or Commercial Parcel.

ii. **Modification to Improvements.** Any modifications to existing construction, Improvements, or landscaping, or exterior additions to Lots or Commercial Parcels are not permitted, except in accordance with the Design Code and with the approval of the Design Review Board.

jj. **Movable Structures and Outbuildings.** No structure of any type, Dwelling or otherwise, shall be moved on to any Lot or Commercial Parcel in The Lakes on the Teche except as may be expressly approved by the Design Review Board. No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot or Commercial Parcel at any time without the express, prior, written approval of the Design Review Board, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot or Commercial Parcel promptly following the completion of the Work. During art festivals, craft fairs, block parties and other special events, a Board may approve the use of tents, trailers and other temporary buildings on the applicable Common Area or elsewhere within The Lakes on the Teche.

kk. **Noise.** No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot or Commercial Parcel in such manner that the sound emitted therefrom may be heard on any other Lot or Commercial Parcel. No noise shall be permitted to exist or operate upon any Lot or Commercial Parcel that may be a nuisance to any other Owner or resident.

ll. **Noxious Activity; Nuisance; Unlawful Activity.** No noxious odors shall issue or emanate from any Lot or Commercial Parcel. No noxious activity shall be carried on or upon any Lot or Commercial Parcel or within any Dwelling or Building situated upon the Property or at

any other place within The Lakes on the Teche, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the District within which the Lot or Commercial Parcel is located or other Owners or residents of The Lakes on the Teche. Any nuisance or immoral, improper, offensive, hazardous or unlawful use or any other activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property is strictly prohibited. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of The Lakes on the Teche.

mm. **Occupancy.** Occupancy of a Lot or an apartment by more than two (2) persons per bedroom in the Lot is prohibited. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Lot or apartment more than thirty (30) days in any six (6) month period.

nn. **Parking.** Parking in the Residential District shall comply with this subparagraph nn. Parking in the Commercial District shall comply with the Commercial Design Code.

(1) Parking of vehicles on any portion of a Lot other than the area in a Garage or driveway is prohibited. Notwithstanding the foregoing, parking of vehicles on that portion of any Driveway located between the front facade of the residence and the Street which the Dwelling faces is prohibited, except temporarily for a period not to exceed twenty-four (24) hours in any forty-eight (48) hour period. In addition, no parking shall be permitted on or over Street curbs.

(2) Parking of vehicles on public or private Streets or thoroughfares is encouraged in The Lakes on the Teche. Parking of commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed Garages is prohibited. Such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Lot on or adjacent to which they are parked.

(3) Only vehicles bearing current license and registration tags, as required by state law, may be parked in The Lakes on the Teche.

(4) No vehicle shall be parked so as to create a temporary obstruction to visibility at a Street intersection.

oo. **Pipes, Cables and Lines.** Except for hoses and the like that are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot or Commercial Parcel except where approved by the Design Review Board as reasonably necessary for connection to a Building or for access for repair or maintenance. The Rules and Regulations of the Association and the Landscape Design Code may prescribe rules relative to hoses that are authorized for normal lawn maintenance.

pp. **Porches.** The Association reserve the right to promulgate additional Rules and Regulations concerning, among other things, criteria and requirements relating to what

furnishings and other decorative items may be placed on Porches facing any Street. Without limiting the foregoing, in all events, all furnishings and any other items located on Porches facing public Streets must be designed for outdoor use. Should any plants located on any such Porches die, they shall promptly be removed or replaced with living plants.

qq. **Rooftop HVAC Equipment.** No heating, ventilating, air conditioning or evaporative cooling units or appurtenant equipment may be mounted, installed or maintained on the roof of any Building so as to be visible from a neighboring Lot or other Property.

rr. **Sewerage Disposal Systems.** No individual sewage disposal systems shall be permitted. All Dwellings and other Buildings constructed in The Lakes on the Teche shall be connected to approved sanitary sewage facilities.

ss. **Signs.** The following restrictions on signs shall apply to all Lots within the Property unless otherwise stated or unless otherwise approved by the Board of Directors. Signs within the Commercial District must comply with the Commercial Design Code. All signs must meet the guidelines set forth in the Design Code and in Article 8 and any guidelines adopted by such Board of Directors.

(1) Each Lot may have posted, prior to initial occupancy of the Lot, a sign setting forth the name of the architect and Builder of the Lot and, in the case of a Lot owned by Developer or a Builder approved by Developer, a sign indicating that the Lot is available for sale; provided, any such signs shall be removed at the time of initial occupancy. Notwithstanding any language to the contrary herein, Developer shall be permitted to post and display advertising signs, including "for sale" signs, within The Lakes on the Teche so long as Developer owns any portion of the Property.

(2) Except as provided in subparagraph pp. (1) above, no "for sale" or "for lease" signs may be posted on a Lot without the prior consent of the Developer or Design Review Board. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on the Lot for a period not to exceed three (3) continuous days.

(3) To the extent permitted by applicable law, signs containing political or similar endorsements are prohibited in The Lakes on the Teche.

(4) One sign not exceeding 9" X 12" in size may be mounted in a window or on a stake nor more than 36" above the ground, without prior approval, to identify the Lot as being equipped with a security system and/or monitored by a security service.

(5) Developer may post "model home" or similar signs on a Lot containing model homes open to the public prior to initial occupancy of the Lot.

(6) No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from outside the Lot; provided, however, Developer shall be entitled to post signs without Board approval.

tt. **Single Family Residences.** Each Lot, subject to residential use, may be improved with no more than one (1) single family residential Dwelling and such accessory structures and Improvements consistent with a residential neighborhood as may be permitted pursuant to the Design Code and in the deed conveying the Lot.

uu. **Solar Collecting Panels or Devices.** The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Design Review Board, solar collecting panels and devices may be placed, constructed or maintained upon any Lot or Commercial Parcel within the Property so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Design Review Board may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Developer (during the Class "B" Control Period) or the Association (after the expiration or termination of the Class "B" Control Period) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Developer or the Association (as applicable) deems appropriate after the effective date of this Declaration.

vv. **Soliciting.** No soliciting will be allowed at any time within The Lakes on the Teche.

ww. **Subdivision and Consolidation of Properties.** The subdivision of a Lot into two (2) or more Lots, or changing the boundary lines of any Lot, after a subdivision plat has been approved and filed in the public records of St. Martin Parish, Louisiana is prohibited, except that Developer, and any Person or entity expressly authorized in writing by Developer, shall be permitted to subdivide or replat Lots which it owns, subject to the provisions of Article 5 of the Declaration. Consolidation of two (2) or more Lots after approved by the Association and filed in the public records of St. Martin Parish is permitted.

xx. **Swimming Pools; Tennis Courts.** No swimming pools or tennis courts shall be constructed on any Lot or Commercial Parcel. However, swimming pools may be permitted by the Design Review Board if such pools are screened from view from Streets or constitute part of a recreational or fitness facility in the Commercial District. Pool Decks should be no closer than three (3') to four (4') feet from the Lot boundaries. Landscaping between the Deck and the Lot or Commercial Parcel boundaries must be installed. All pool equipment must be screened from view from the Streets and/or surrounding properties. Screening should also be designed to mitigate noise. Slides, diving boards or other pool accessories in public view shall be prohibited. Pools shall not be drained onto adjacent property or open space. No swimming or bathing shall be allowed in water in other than private swimming pools unless expressly approved by the Design Review Board.

yy. **Tanks.** No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot or Commercial Parcel unless such tanks are buried underground. Nothing herein shall be deemed to prohibit use or storage upon any Lot of an aboveground propane or similar fuel tank with a capacity of ten (10) gallons or less used in

connection with a normal residential gas barbecue, grill or fireplace or a spa or "hot tub," so long as any such tank either: (a) has a capacity of ten (10) gallons or less; and (b) is appropriately stored, used and/or screened, as approved by the Design Review Board, so as not to be visible from a neighboring Lot or other Property.

zz. Timesharing. Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use, possession or occupancy of a Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall not be permitted, except that Developer and its assigns may operate such a program with respect to Lots which it owns. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity, or by not more than four (4) individuals or married couples, will not normally be considered timesharing.

aaa. Tools, Supplies, and other Materials. Cleaning of tools, supplies and equipment by concrete suppliers, painters or other subcontractors in other than designated areas is prohibited.

bbb. Storing of Trash. Burning of trash and accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind is prohibited in The Lakes on the Teche; provided, however, that storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot or Commercial Parcel during periods of Work on the Lot or Commercial Parcel if stored neatly. Nothing in this subparagraph shall be construed as prohibiting Developer or a Builder from storing of building materials, equipment and other materials used in connection with the development of The Lakes on the Teche in the course of its business, if stored neatly.

ccc. Use of Alleys During Construction. Notwithstanding anything to the contrary herein, any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the front or Street side of the Lot, except Lots 71-85, including but not limited to the delivery of materials and equipment. Any violation of this subparagraph or use permitted hereby shall result in the Owner of the Lot as to which the violation occurred being held personally responsible for any and all damages caused by the violation, including but not limited to the cost of repairing any damages caused thereby to the Alley.

ddd. Vehicles and Other Equipment. Only non-propelled vehicles may be used on the Lakes: motor boats, sailboats, ski jets and the like are expressly prohibited. Any vehicles used on the Lakes must be stored within an enclosed Garage when not in use. None of the following may be kept or stored within The Lakes on the Teche: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boats, (j) boat trailers, or (k) other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling or other Improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Association's property); provided, however, that campers, motorhomes and recreational vehicles may be kept on the Property so long as they are kept within a Garage. No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot, Commercial Parcel, or at any location within The Lakes on the Teche unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage

with all doors to the said Garage closed. Changing oil in any vehicle or other equipment on the Property is prohibited. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot or Commercial Parcel within an enclosed Garage.

The Association shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle that is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

eee. **Vending Machines.** Except as permitted by the Commercial Design Code, vending machines shall be kept, stored, operated or otherwise located anywhere within The Lakes on the Teche. For the purpose of this provision "vending machines" shall include any machines of any nature that are used for the sale of food items, soft drinks, or articles of any nature by the insertion of coins or paper money into said machines, or by the use of any kind of credit or debit card. The Board may adopt Rules and Regulations granting an exception to this provision, or may grant exceptions on a case by case basis, with respect to a vending machine that will be located inside a Dwelling and is used solely for private use, and is not used to sell food items, soft drinks, or articles of any nature to persons who do not reside in the Dwelling.

fff. **Window Air Conditioning Units.** No window or wall air conditioning units shall be permitted anywhere within The Lakes on the Teche.

ggg. **Window Coverings.** Unless Developer (or the Design Review Board, if Developer hereafter elects to delegate such approval responsibility to the Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any window visible from any Street, Alley or other portion of the Property are drapes, blinds, shades, shutters or curtains. The side of such window coverings that is visible from the exterior of any Improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Developer or the Design Review Board may, from time to time, approve additional colors as acceptable for the portions of the window coverings visible from Streets, Alleys, Common Areas or other Lots or Commercial Parcels. In no event shall an Owner or Builder affix a window screen to the exterior of any window that faces a Street frontage.

No window tinting or reflective coating may be affixed to any window that is visible from any Street, Alley or other portion of the Property, without the prior approval of Developer (or the Design Review Board, if Developer hereafter elects to delegate such approval responsibility to the Association). No mirrored coatings will be permitted.

hhh. **Yard Ornaments.** Artificial flamingos, deer, spinners, gazing balls, pirogues and such other tableau are prohibited in front yards. Typical seasonal decorations are permitted within season.