

ACT OF RESTRICTIONS
OF
COPPER MILL GOLF COMMUNITY

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, a Notary in and for the Parish of East Baton Rouge, State of Louisiana duly commissioned, qualified and residing in said parish and state, personally came and appeared:

COPPER MILL RESIDENTIAL, LLC, a limited liability company, represented herein by its duly authorized manager, hereafter referred to as the **Developer** and who is the owner of the immovable property (real estate) being collectively known as **Copper Mill Golf Community** and hereinafter described as **Copper Mill**. The **Developer** by this Act imposes upon the residential home sites created and reflected on the final plat of **Copper Mill Golf Community**, third filing, the restrictions, pattern book, conditions, liens, and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-back lines, utility easements, and other dedications as is shown on the final plat of **Copper Mill**, all of which, together with these restrictions, servitudes, conditions and liens are hereinafter collectively referred to as the **Restrictions**.

1. PURPOSE

The intent and purpose of this document is to assure that **Copper Mill** is a high quality residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The property described herein is subject to the covenants, restrictions, pattern book, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein; to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of **Copper Mill** as hereinafter designed; to encourage and secure the erection of attractive homes thereon with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of building sites therein.

2. THE SUBDIVISION PROPERTY

2.1 **THE PROPERTY** - The immovable property now owned by the Developer and referred to herein as **Copper Mill**, and which is subjected to these Restrictions are the lots described and having such measurements and dimensions as set forth on the “Final Plat of **Copper Mill Golf Community** (Third Filing), Twenty-Five (25) certain lots or parcels of land together with all improvements thereon, being **Lots Eighty (80) through Ninety-Four (94) and One Hundred Twenty-Four (124) through One Hundred Thirty-Three (133) plus Tracts Pk-1, Pk-2, CMC-2, and CMC -1** as per “Final Plat, Copper Mill Golf Community, Third Filing being a subdivision a portion of Tract C-2B-2-A-1-A-1 of the remaining portion of the Marshall M. Hughes and Mrs. H.G. Hughes Property (Marigny Place) Original 981 acre tract, located in Section 58, Township 5 South, Range 1 West, Greensburg Land District, East Baton Rouge Parish, Louisiana” by Darvin W. Ferguson, Professional Land Surveyor of Ferris Engineering & Surveying, L.L. C., dated February 28, 2005, on file and of record in the Clerk of Court for the Parish of East Baton Rouge , State of Louisiana. The Official Plat is recorded as Original 372 Bundle 11705 of the official records of the Parish of East Baton Rouge, State of Louisiana.

2.2 **APPLICABILITY - Copper Mill** and all of the lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

2.3 **ADDITIONAL PROPERTY** - The Developer may add, from time to time, additional property to the community and impose restrictions on that property. When additional property is added, the Developer may simply file an affidavit identifying the property by homesites that are being added to the Community. In such affidavit, the Developer may impose additional restrictions in addition to the restrictions set forth hereinafter or modify these restrictions. Of course, a complete new act of restrictions may be filed.

3. ARCHITECTURAL CONTROL COMMITTEE

3.1 **FORMATION** - For the benefit of all lot owners, an Architectural Control Committee (the “Committee”) is hereby created. The Committee has been officially the Copper Mill Design Control Committee, Inc., a non-profit corporation. The Committee shall have the right to approve or disapprove any plans or specifications for any residence or other building in **Copper Mill** which has been submitted to them for consideration. This authority to approve or reject the proposed building and/or residence on a home site in **Copper Mill** shall be at the sole discretion of the Committee. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist

of four (4) members who shall be appointed by the Developer until such time as the Developer releases control to the Copper Mill Homeowners Association, Inc. (Association). The Developer shall continue to have the sole and exclusive right to appoint the four individuals to serve on the Committee until they resign their duties in favor of the Association, or the passage of fifteen (15) years, whichever occurs first. Any notices given to the Committee shall be done by certified mail, addressed to the Copper Mill Design Control Committee, at 2100 Copper Mill Blvd., Zachary, LA 70791 or hand delivered to 2100 Copper Mill Boulevard, Zachary, LA 70791. These initial members shall serve until they resign or an instrument in writing is signed by the Developer and filed in the records of the Clerk of Court of East Baton Rouge Parish appointing a different Committee, or the lapse of fifteen years, whichever occurs first. Lots that may be titled in the name of more than one individual or in the name of a company, partnership, LLC, or corporation, shall state in writing the proper person entitled to vote for any matters by filing an appropriate resolution naming the person so authorized to vote on matters pertaining to these restrictions or other matters brought before Copper Mill Homeowners Association Inc. or this committee and deliver this resolution to the address set forth above.

3.2 POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE - The Achitectural Control Committee shall have, but shall not be limited to, the following powers:

- a. To establish and collect fees, and deposits for review of plans, inspections, or other services. Fees and deposits may be adjusted by the Committee at anytime without notice.
- b. To compile and publish a list of pre-approved builders, architects or designers who have demonstrated that they understand and are willing to comply with the vision and goals as called for by The Architectural Control Committee, those of the Developer, these Restrictions, or as called for by any design and construction guidelines established by the Committee, and who in the Committee's opinion, have produced previous work which would meet with the development's high standards.
- c. To establish further qualifications, requirements, and other criteria for builders, architects, or designers to qualify for The Architectural Control Committee's pre-approved certification list.
- d. To publish the requirements for review of plans to be submitted for approval by The Architectural Control Committee. These requirements may be adjusted by the Committee.
- e. To compile and publish design or construction guidelines or restrictions. Herein called "The Pattern Book". Attached as "Exhibit A".

- f. To inspect or hire specific professionals to inspect any and all construction, erection, placement or demolition of any structure in Copper Mill. Such inspection shall not be regarded as a trespass by owners, builders, contractors, architects, and designers.
- g. To determine that any builder, architect or designer is unsuitable for construction work on any kind of residence, building, or structure on any property under the jurisdiction of the Architectural Control Committee.
- h. To prohibit any builder, architect or designer from working on any project of any kind within Copper Mill.
- i. To cause any builder, architect, or designer to be removed from the pre-approved list.
- j. To collect fees referred to as Homeowners Association Fees for the maintenance of landscaped areas and all common areas until this power is transferred to the Copper Mill Homeowners Association, Inc.

ADDITIONAL POWERS MAY BE GRANTED TO THE COMMITTEE - Further additional powers may be granted to the Architectural Control Committee by the Developer or the Copper Mill Homeowners Association, Inc. as may be necessary.

3.3 ENFORCEMENT - The Committee shall have the right to enforce the Restrictions contained by bringing a suit for injunctive relief against any homeowner and/or builder who may be violating these Restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a homeowner and/or builder to insure that all requirements and obligations imposed herein are complied with. However, the Committee shall be under no obligation to bring such action. Should the Committee bring any legal action against the homeowner and/or builder, the said lot owner and/or builder shall be liable for reasonable attorney fees and court costs so expended by the Committee in such action.

3.4 VARIANCES – The Committee may authorize variances from compliance with any of the provisions of this declaration, the design guidelines, minimum acceptable construction standards, or regulations and requirements as promulgated from time to time by the Committee, and may adjust Lot Lines when circumstances such as topography, natural obstructions, hardship, esthetic or environmental considerations may require a variance. Such

variances must be evidenced in writing and shall become effective when signed by a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however that the granting of a variance shall not operate to waive any of the provisions of this declaration or any purpose except as to the particular property and particular provision covered by the variance, nor shall the granting of any variance affect in any way the owner's or builder's obligation to comply with all governmental laws, this declaration, codes and regulations.

3.5 **PATTERN BOOK** – The pattern book (Appendix A) for Copper Mill, attached hereto has been developed by Copper Mill Residential L.L.C. for graphic presentation and to provide guidance for the architectural design requirements of the Copper Mill Design Control Committee.

3.6 **COMPLIANCE DEPOSIT** – Each Lot owner hiring an approved builder, is required to deposit \$2,000.00 in the Committee Escrow Account before plans shall be reviewed or approved and permission to proceed with construction is given. This deposit shall be submitted prior to or with submittal of the preliminary plans.

Copper Mill property owners who want to contract out their own house, shall submit a \$3,000 compliance deposit and must successfully complete all items required in the “Property Owner as Builder Approval Process”, attached hereto and made a part hereof as “Exhibit C”. See the Copper Mill Administrator.

3.7 **REVIEW FEE** - There shall be a review fee of \$500.00. The review fee shall be submitted prior to or with the submittal of the preliminary plans. This applies to all lot owners and builders. If additional reviews are necessary, then there shall be additional charges. The review fees can be changed at anytime in the process without notice.

The Committee and Developer reserve the right to change this deposit and to charge additional fees or change fees if required to maintain the quality of the Copper Mill neighborhood.

4. **IMPROVEMENT RESTRICTIONS**

4.1 **CONSTRUCTION TIME PERIODS** - Should construction of a prospective residence, building, or structure not be commenced within six (6) months after final plan approval by the Committee, and be pursued diligently thereafter; or should construction not be completed within twelve (12) months after the approval, then the approval of the Committee is automatically withdrawn. If required by the Committee, in its sole opinion, all steps in the application process must be repeated. The Committee may however, grant extensions of its approval from time to time for good cause but requests must be made and approved in writing. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as an Act of God, national calamity

or similar events, then the time deadlines provided herein may be extended by the Committee in proportion to the delay caused by the event. New homes must be constructed within nine-months of commencement. Homes not completed per this agreement shall be subject to a penalty of \$100 dollars per day unless a written extension is secured from the Committee.

4.2 **LOT LINES** - These covenants prohibit the change of dimensions of any lot within the subdivision. All lot dimensions shall remain as shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. (However as previously stated, the lots may be re-subdivided with the approval of the Committee as a variance as set forth in these restrictions, if such change is not in violation of East Baton Rouge Parish regulations, or the City of Zachary).

4.3 **HOUSE SQUARE FOOTAGE** - House construction must comply with specified minimum square footages of living area as listed below for each of the six different sections or neighborhoods. The minimums are listed below and do not include porches, garages attics, patios, etc.

			Minimum	Anticipated Average
			Square Footage	Square Footage
Glens	Lots	81-97	2000	2800
	Lots	124-133	2000	2800

4.4 **SEWER SYSTEM - Copper Mill** shall be served for sewer purposes by the City of Zachary. Individual sewer systems are not permitted on any lot or lots. A monthly user fee and impact fees shall be established by the City of Zachary.

4.5 **WATER AND GAS-** Water and gas shall be made available to each lot owner by arrangements with the City of Zachary in compliance with the rates and requirements of the City of Zachary.

4.6 **ELECTRICITY, TELEPHONE, AND CABLEVISION, SATELLITE DISH-** Copper Mill shall be served by underground utility distribution systems. All satellite dish locations shall be ground mounted and approved by The Committee prior to installation. Within 30 days after approval and installation the satellite dish shall be screened from view of the golf course, street and adjacent neighbors.

4.7 **SIGNS** – After occupancy only one sign shall be allowed per lot for the sale of the home. This sign shall be approved by the Committee.

No other “for sale” signs shall be allowed on any lot for any reason including, but not limited to, cars, boats, travel trailers, furniture, clothing, etc. Also, no political or election signs are allowed.

No signs shall be placed on the neutral grounds or common areas of Copper Mill.

4.8 **REMOVAL OF TREES** - Cutting down or removal of any tree or trees from any lot or parcel is prohibited without first obtaining the approval (in writing) of the Architectural Control Committee which may require that the tree be replaced with a tree of like size. Dead trees or other nursery stock must be promptly replaced with like species as specified in Pattern Book, page F6. Placement of any object on any tree or trees is prohibited.

4.9 **EASEMENTS AND DRAINAGE** - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Lots shall be graded to direct drainage to the street or rear of lot unless otherwise shown on the approved drainage layout for each parcel. Contractors shall adhere to all requirements shown on such drainage layout.

4.10 **TEMPORARY RESIDENCES** - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure which has not been approved by the Architectural Control Committee shall be allowed on any lot, and any such building if approved must conform in every respect, including materials, with the exterior design and construction of the residence constructed on the same lot.

4.11 **TEMPORARY OFFICE FOR DEVELOPER** - During development and sale of future filings and sale of lots, the Developer shall be allowed to place a temporary office or sales tent on the property.

4.12 **TRASH** - No rubbish, trash, garbage, or other waste materials shall be accumulated, dumped, or maintained on any lot in the subdivision. Garbage containers shall not be placed near the street more than one (1) day prior to scheduled pickup. Empty containers shall be removed on the day of pickup. Lot owners shall keep their respective lots evenly mowed, free of weeds, trash, and bare areas. In the event that an owner fails to discharge such obligation after seven (7) days written notice, the Committee, the Association or their representative, may, cause the lot to be mowed or otherwise serviced and may demand and sue for reimbursement for such cost, including supervisory, legal, and collection fees.

4.13 **BUILDER/CONTRACTOR RESPONSIBILITIES** - The builder/contractor shall completely wash out their trucks on their construction lot. The builder/contractor is responsible for adequate erosion control and must prevent erosion into streets, lakes, other lots, or onto the golf course. The builder/contractor is responsible for an adequate number of port-a-pots on their jobs.

4.14 **DESIGNATED CONCRETE WASH OUT AREAS** - Concrete trucks shall be washed only on the lot on which they have poured. There shall be no exceptions. The builder is to designate a wash out area on the Lot and notify the concrete truck driver as to where it is. Any cost of clean up by the Developer shall be deducted from any deposit held by the Committee or pursuant to the violation section of this contract. It is clearly understood that this wash out area cannot be within the front 15 feet of the lot lines.

4.15 **BUILDING MATERIALS** - No building materials and no building equipment of any kind shall be placed or stored on any lot except in the actual course of construction of a residence or other building thereon.

4.16 **CONSTRUCTION HOURS** – Construction hours shall be Monday through Saturdays 7:00A.M. through 6:00P.M. only. Sunday construction shall be allowed as approved by the Committee. Builders violating these restrictions shall be barred from any future activity within Copper Mill.

4.17 **MOVABLES** - No boats, vehicles, campers, motor homes, mowers, all terrain vehicles, or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot. Items shall only be stored within an enclosed structure approved by the Architectural Control Committee. It is clearly intended that everything be contained within an approved structure.

4.18 **NUISANCE** - No commercial, noxious, or offensive activity and no fires nor garage or yard sales shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood in the sole opinion of the Committee.

Outside music, sound producing devices, and any other mechanical devices shall be subject to the approval of the Committee. Outside music should not be played so loudly that it is considered a nuisance by neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance. This prohibition as to loud music applies to speakers mounted on vehicles or outside homes under construction.

4.19 **OUTSIDE ITEMS** - No outside lines, clotheslines, outside television antennas, or hanging devices shall be allowed. A satellite dish of no more than 24 inches in diameter is acceptable with the location of the dish to be approved by the Committee.

4.20 **SINGLE FAMILY** - No building shall be erected, altered, placed or permitted to remain on any one of the said Lots other than one detached single family dwelling, a private garage for not more than four car plus a boat port, and other accessories incidental to residential use of said Lot. Each dwelling shall be a private residence.

No school, church, assembly hall or group home of any kind (including without limitation “any community home” as defined in Louisiana Revised Statute 28:477) shall be built or permitted to be built on any lot, nor shall any lot or existing structure be permitted to be used as such.

4.21 **AIR-CONDITIONING** - Window air-conditioning units are not permitted. All residents shall have central heating and air-conditioning system.

4.22 **OUTSIDE EQUIPMENT** - All air-conditioning compressors, pool equipment, utility boxes, meters, and other similar equipment shall be visually screened from the street, golf course, and from the side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval and must be approved by the Committee.

4.23 **PLAYGROUND EQUIPMENT** – Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition that is free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the residence only. All such equipment must be softened from view with adequate landscape shrubbery or fencing.

4.24 **BASKETBALL GOALS** – Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. The location shall be approved by the Committee.

4.25 **PARKING** – No vehicles shall be parked on any street or in front of a residence on a frequent, regular or permanent basis after construction of the residence is completed. No vehicles may be parked on or within the driving surface or shoulders of Copper Mill Boulevard. No vehicles shall be parked on any driving surface in any manner which blocks the driving surface of any road or private driveway. Any unregistered, unauthorized, or illegally parked vehicles of any kind shall be towed off the property at the expense of the owner of the vehicle.

4.26 **FIRE ARMS/WILDLIFE SANCTUARY** – Use of fire arms or air guns will be strictly prohibited in Copper Mill. Copper Mill is designated as a wildlife sanctuary.

4.27 **PETS** - No animals, reptiles, birds, 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 on the owner's property, provided that they are not kept, bred or maintained for sale in such numbers or in conditions as may be offensive in the sole opinion of the Committee. Household pets are to be kept within the owner's property. Pets shall not be allowed to run free in Copper Mill. All costs in connection with enforcing these provisions will be subject to all collection provisions contained herein. Furthermore, aggressive breeds of dogs, such as pit bulls, rottweillers, and chows are prohibited.

The interpretation of an offensive condition or an aggressive breed of animal is within the sole discretion of the Committee and later the Association. All costs in connection with enforcing these provisions shall be subject to all collection provisions contained herein.

Pets when being walked outside the lot owner's property shall be on a leash not in excess of 6 feet in length with a person walking the animal capable of controlling the pet.

4.28 **LAKES** – Any Lot bordering a lake owned by Copper Mill Golf Development, LLC shall be maintained along the Lot edge of the lake in a manner acceptable to the Committee. There shall be no swimming or boating allowed and no person is allowed to fish except from their property or in designated areas.

No docks, walkways, gazebos or any other structure shall be allowed on these lakes owned by Copper Mill Golf Development, LLC. No boats shall be allowed on the lakes or stored along lakesides. No fishing poles or similar equipment shall remain along lake edges. Lake edges shall be kept clean from debris and are the responsibility of owners whose lots abut them.

If a lake is transferred to Copper Mill Homeowners Association, Inc., that lake or lakes shall be governed by the rules of Copper Mill Homeowners Association, Inc.

4.29 **GOLF CARTS** - Only Copper Mill homeowners who are active members of the Copper Mill Homeowners Association, Inc. shall be eligible to use a private golf cart in Copper Mill, if allowed by law. However, the Developer or the Association may develop certain rules and regulations setting forth the standard of up-keep of these golf carts.

Further restrictions shall be promulgated by the owner of the golf course to use the said cart on the golf course. The golf course owner shall require an annual trail fee to use the cart on the golf course. Applicable literature regarding carts should be read before purchasing any golf cart, and any golf cart used on the golf course shall be purchased from the golf course owner unless specifically approved by the golf course owner.

It is clearly understood that the Committee, the Developer, Copper Mill Golf Development, LLC, nor the Association assume any liability for the use of a golf cart within Copper Mill. Any operator operates the golf cart at their own peril.

4.30 VIOLATION - In the event of a violation of these restrictions known, intentional or otherwise or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of said violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator or lot owner reasonable attorney's fees and costs to be fixed and awarded by the court.

The written notice required in this paragraph shall be sent by registered mail to either the address furnished by the lot owner to the Committee and/or Association, or to the address of the lot owner as shown on the public records. The violation must be corrected within 20 days of mailing. The owner and/or violator may request in writing a hearing to be held on the violation within the 20 day period discussed in this paragraph. This hearing is to be before the Committee or Association and their decision shall be final and non-appeal able. If the violation is not corrected within the 20 day period, then the enforcement provisions of these covenants shall take effect. If the violation is creating an emergency condition by which a situation exists which may cause or is causing danger to human life or would be difficult or impossible to correct if not stopped immediately, the Committee or the Association shall have the authority to issue an immediate order to the violator/owner to cease and assist immediately and seek legal remedies for such if the order is ignored. In the default of payment of the bill by the lot owner, a lien may be placed on said lot by the notifying of authority for this invoice, the owner may be prosecuted in civil suit by that authority.

5. COVENANTS FOR MAINTENANCE AND ASSESSMENTS

5.1 COPPER MILL HOMEOWNERS ASSOCIATION, INC. - When one purchases a lot in Copper Mill, each lot owner shall become a member of Copper Mill Homeowners Association, Inc. (the ASSOCIATION) and abide by its rules and regulations. The Association shall represent the subdivision in any public matter affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, common areas, lakes and ponds, etc. as provided in other association documents.

5.2 **ANNUAL MAINTENANCE ASSESSMENT** - Each lot owner shall be assessed an annual maintenance assessment against each lot in Copper Mill. This annual assessment shall be for the maintenance of the subdivision entrances and common areas as referred to in

The annual assessment shall be initially fixed at \$400.00 per year per lot. This assessment shall be collected in advance and prorated for the remaining portion of the current year. The assessment may be increased from time to time as established by the Developer, or later by The Association.

5.3 **DUE DATE OF ASSESSMENTS** - The annual maintenance assessment shall begin in the year 2005. That is, the annual assessment shall be prorated at the Act of Sale for the remaining portion of the year of purchase. Thereafter, annual assessments shall become due on the 1st day of January of the year of purchase, and shall be considered in arrears on the 31st day of January of each year.

The Developer or the Association shall establish the maintenance assessment at least 30 days in advance of January 1 of each year. This assessment shall then be sent to each lot owner at the address set forth in the Association or in the public records. Failure of the Developer or Association to fix the maintenance or special assessment of each year shall not be deemed a waiver with respect to any of the provisions of this declaration or a release of the liability of any member to pay any assessment for that or any subsequent year. In the event of failure to establish an assessment, the assessment of the prior year shall remain in effect until a new assessment is established. Until the Homeowners Association assumes the responsibility of all common areas, this assessment shall be collected by the Developer.

5.4 **NON-USE** - Non-use of the common recreational areas or not participating in the affairs of the Association shall not relieve the lot owner from liability of this assessment.

5.5 **DELINQUENCIES** - In the event any such assessment was not paid when due, such assessment shall be deemed delinquent and the Association shall be entitled to a privilege against the effective lot as provided in Louisiana Revised Statute 9:1145 et seq. and shall bear interest from the due date at the lesser of 18% per annum or the maximum rate permitted by law. If such assessment is not paid within 45 days of the due date, the Association will file a notice of lien or other simple notice in the mortgage records of the Parish of East Baton Rouge preserving the privilege created herewith, together with all costs of filing, reasonable attorney fees, and any other amount provided or permitted hereunder by law.

5.6 **SPECIAL ASSESSMENTS** - In addition to the maintenance assessment outlined above, there may be levied a special assessment only for the purpose of defraying the cost of any repair or replacement of capital improvements in the common areas, as deemed necessary by the Developer or The Association.

5.7 **EXEMPTIONS** - The Developer and any property owned by a public authority are exempt from these assessments.

5.8 **RIGHT TO COLLECT ASSESSMENTS** - The right to collect these assessments shall be retained by the Developer until transferred to the Association.

6 COMMON AREAS

The Developer contemplates that from time to time areas will be transferred to the Association consisting of portions of land, or land with improvements thereon, and grants of predial and personal servitudes. These grants may provide servitudes for the installation, repair, maintenance and placement of utility and drainage facilities, walk ways and landscaping areas which may be designated on such plats as common area association servitudes, together with associated rights of ingress and egress. These shall be called the "common area". The Developer declares and acknowledges that it is the intent thereof that such common area be used by the Association for the common use and enjoyment of Copper Mill and the owners and occupants thereof.

7 GOLF COURSE COVENANTS

7.1 **LOT OWNERSHIP** - By accepting ownership of a Lot, an Owner acknowledges that:

- a. the ownership of a Lot does not confer any ownership in the golf course; and
- b. the ownership, operation or configuration of the golf course may change at any time and from time to time for any reason, and the consent of any Lot Owner shall not be required for the golf course owner to effect such change.

7.2 **GOLF COURSE ACTIVITIES** - By accepting a title to a Lot, the Owner understands and agrees that:

- a. the Property is adjacent to or near the golf course;
- b. the golf course club house, parking lot, and other related facilities may have exterior lighting and amplified exterior sound, and may be regularly used for entertainment and social events on various

days of the week, including weekends, holidays, and during various times of the day, including early morning and late evening hours;

- c. golf-course related activities, including without limitation, regular course play may be allowed during all daylight hours up to seven days week, and golf tournaments open to the public at large may be conducted at any time during the year;
- d. the golf course is open to the public and large numbers of people may be entering, exiting and using the golf course on various days of the week, including weekends, and holidays, and during various times of the day, including early morning and late evening hours; and
- e. water hazards, the clubhouse, maintenance facilities, and other installations located on the proposed golf course may be attractive nuisances to children.

7.3 NON-LIABILITY OF GOLF COURSE - By accepting a title to a Lot, an Owner acknowledges and agrees that:

- a. the location of the Property in proximity to the golf course may result in nuisances or hazards to persons and property as a result of the golf course, golf course operations, or any other golf course-related activities and that play on the golf course may result in damage or injury to persons or property as a result of golf balls leaving the golf course, including, without limitation, damage to window and exterior areas of improvements, damage to automobiles and other personal property of Owners or others, whether outdoors or within the improvements, and injury to persons;
- b. the owner and the guests of the owner do knowingly and voluntarily assume all risks associated with such location, including, but not limited to, the risks of nuisance, inconvenience and disturbance, as well as property damage or personal injury arising from stray golf balls or actions or omissions incidental to the use of the golf course, golf course operations, and any golf course-related activities;
- c. the Developer, Realtors, golf course owner and any owner or owners or operators of all or part of the proposed golf course and their respective employees, agents, invitees, licensees, contractors, successors and assigns shall not be responsible or accountable for, and shall have no liability for

any claims, causes of action, losses, damages, costs or expenses for any nuisance, inconvenience, disturbance or property damage or personal injury arising from stray golf balls or actions or omissions incidental to the use of the golf course, golf course operations, or any golf course-related activities;

- d. Each homeowner hereby recognizes and specifically accepts the possibility of personal injury or property damage from flying golf balls and assumes the risks and normal hazards of living in proximity to a golf course. This constitutes a legal disclaimer for the Developer, the golf course owners, management, the golf course architects/engineers, the Copper Mill Architectural Control Committee, The Homeowners' Association and any other organization, person, or persons associated with the community absolving any and all of them from liability in this connection.

7.4 GOLF COURSE NOISE - By accepting ownership of the lot, an Owner acknowledges and agrees that the operation and maintenance of the golf course may require that maintenance personnel and other workers will commence work relating to the operation and maintenance of the same as early as 5:00 a.m., on a daily basis, and that the operation, maintenance, and use of the golf course and recreational facilities shall entail the operation and use of the following:

- a. noisy power equipment such as tractors, lawn equipment, etc., on various days of the week, including weekends, during various times during the day, including early morning and late evening hours;
- b. sprinkler and other irrigation systems during the day and at night;
- c. electric, gasoline, or other power driven vehicles and equipment used by maintenance and operations personnel;
- d. application of pesticide and fertilizing chemicals; and
- e. refuse removal trucks, delivery trucks, and other vehicles entering and exiting on various days of the week, including weekends and holidays, during various times of the days, including early morning and late evening hours.

7.5 LOT OWNER'S ACKNOWLEDGMENT - In connection with the foregoing, by accepting a title to a Lot, an Owner agrees, for themselves, itself, and its Guests, that:

- a. An owner and their Guests do knowingly and voluntarily assume all risks associated with such aforementioned operation and maintenance, including but not limited to, risks of

nuisance, noise, disturbance, inconvenience, property damage, personal injury, or sickness;
and

- b. the Developer, Realtors, the Golf Course Owner and any owner or owners or operator of all or any portion of the proposed golf course and recreational facilities, and their respective employees, agents, invitees, licensees, contractors, successors and assigns shall not be responsible or accountable for, and shall have no liability for any claims, causes of action losses, damages, costs or expenses for any nuisance, inconveniences, disturbance or property damage or personal injury or sickness directly or indirectly related to, caused by or associated with such operation and maintenance activities.

8 INDEMNITY

By accepting title to a Lot, each Owner agrees to indemnify and hold harmless the Developer, Realtors, and their respective shareholders, members, partners, agents, officers, directors, employees, contractors, invitees, licensees, successors and assigns of, from and against any and all losses, damages, costs or liabilities related to or arising in connection with any claims, actions, causes of action, liability, suits or demands of or by any of the Owners, their family members, tenants or other Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with the use, maintenance and operation of the golf course and recreational facilities or any of the activities, occurrences, conditions, state of facts, events or situations related thereto.

9 GOLF BALL EASEMENT

There is hereby created a blanket easement in, over, above, across and upon each lot for the purpose of permitting the flight of golf balls through the air over each Lot and all other portions of the Property and the entry of golf balls upon, on and/or across each Lot and all other portions of the Property and any Improvements constructed or to be constructed thereon, as an incident to the proposed use of the Open Space as a golf course. Nothing herein contained shall be construed to permit the entry upon any Lot by any individual for any purpose including, but not limited to, the retrieval of golf balls. Nothing herein contained shall be construed so as to limit the construction of Improvements on any Lot. The easement created by this Section shall be perpetual in duration, and shall be appurtenant to, run with title to, and benefit the golf course. The easement created by this Section shall run with title to and burden the Property and each Lot therein and shall be binding on all successive Owners of the Property and each Lot.

10 MISCELLANEOUS PROVISIONS

10.1 **TIME PERIOD OF RESTRICTIONS** - These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date

hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that the Developer agrees to the revocation or amendment for so long as the Developer owns any lots in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners has been recorded in the Office of the Clerk of East Baton Rouge Parish or at such other place where these restrictions are recorded which instrument amends or abolishes these restrictions in whole or in part.

10.2 REMEDIES FOR VIOLATIONS - If the Developer or any lot Owner in Copper Mill or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning a lot in Copper Mill to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these restrictions, and to prevent him or them from so doing or to recover damages, and other costs including reasonable attorney fees for bringing an action to stop such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek injunctive relief or actual damages or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

10.3 SEVERABILITY - In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid or any part of hereof deemed unenforceable, such event or judgment shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.

10.4 AMENDMENT OF RESTRICTIONS - Notwithstanding the provision set forth in Paragraph 10.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive right until the Developer no longer owns any lots in Copper Mill to amend this Act of Restrictions one or more times and to impose on the lots additional restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer. An amendment shall be in writing and shall be effective when filed for registry in the official records of the Clerk of Court for East Baton Rouge Parish, Louisiana. Upon the filing of an act of amendment, the lots described in this Act and the lots described in an amendment shall constitute a single Subdivision, and the building and use restrictions, conditions, liens and

servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.

10.5 **ACKNOWLEDGMENT OF CONSTRUCTION** - No approval of plans and specifications by the Developer, Committee, or the Architect, and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans, specifications, or standards will result in a properly designed structure or satisfy any legal requirements.

10.6 **ACKNOWLEDGMENT OF NON-LIABILITY** - No member of the Architectural Control Committee, the Association Board of Directors, the Developer, Realtor, or their assigns, shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any improvement or modification to any improvement on a lot be deemed approval of the improvement or modification of improvement from the standpoint of safety, whether structural or otherwise, or conformance of building codes or other governmental laws or regulations. All taxes assessed against the property herein conveyed have been paid. Taxes for the year of 2005 shall be assumed by the **BUYER**.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties, and the **BUYER**, its heirs and assigns shall have and hold the described property in full ownership forever.

Thus done, read and passed in the Parish of East Baton Rouge, State of Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this _____ day of March, 2005.

Witnesses:

**COPPER MILL GOLF DEVELOPMENT,
L.L.C., Seller**

By: TONY GERARD BRUCE

By: ROSS DAVID BRUCE

COPPER MILL RESIDENTIAL, L.L.C., BUYER

By: TONY GERARD BRUCE

By: ROSS DAVID BRUCE

LONNY A. MYLES, NOTARY PUBLIC
LABR #9872