

Parties are at an impasse and the date that mediation was terminated.

d. **Arbitration.**

(1) If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following termination (as determined by the mediator) of the mediation proceedings ("**Termination of Mediation**") to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "F" or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.

(2) Unless the Parties agree in writing to be bound by the arbitrator's decision (the "**Award**") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

Section 18.5 Allocation of Costs of Resolving Claims.

a. Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 18.4, subparagraphs a., b. and c., including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 18.4, subparagraph c.

b. Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 18.4, subparagraph c. and share equally in the costs of conducting the arbitration proceeding pursuant to Section 18.4, subparagraph d. (collectively, "**Post Mediation Costs**"), except as otherwise provided in this subsection.

Section 18.6 Rejection of Award. If any of the Parties rejects the Award and pursues a judicial resolution under Section 18.4, subparagraph d. (2), and the final judgment is either the same as the Award or more advantageous to any non-rejecting Party, each non-rejecting Party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such non-rejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting Parties.

Section 18.7 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 18.4 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 18.4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' and paralegals'

fees and court costs.

ARTICLE 19 MORTGAGEES

Section 19.1 General. The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this Article apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

Section 19.2 Notices of Action. Any institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the applicable Association stating its name and address and the street address of the Lot to which its Mortgage relates shall be deemed a Mortgagee and shall be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of Property or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee;
- b. Any delinquency in the payment of assessments or charges owned by a Lot subject to the Mortgage or such Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- d. Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 19.3 Additional Provisions. If any portion of the Property is subject to a condominium form of ownership then the provisions of this Section 19.3 shall apply. Unless at least sixty-seven (67%) percent of the first Mortgagees or Owners or Voting Members, as applicable, representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and the Class "B" Member consent, the Association shall not:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the respective Association owns, directly or indirectly (the granting of servitudes for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (actions by the respective Board or provisions of any declaration subsequently recorded on any portion of the Property regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such action or subsequent declaration is otherwise authorized by this Declaration);

c. By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of the Design Documents, procedures, and Use Restrictions and Rules shall not constitute a change, waiver, or abandonment within the meaning of this provision);

d. Fail to maintain insurance as required by this Declaration; or

e. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 19.4 Other Provisions for First Mortgagees. To the extent not inconsistent with Louisiana law:

a. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the applicable Association.

b. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by Mortgagees are allocated.

c. Any election to terminate an Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by such Mortgagees are allocated.

d. An election to terminate an Association under any other circumstances shall require the consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Class "B" Member, so long as Landowner Group owns any Option Property, and the approval of the Mortgagees of first Mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a Mortgage held by a Mortgagee appertain.

Section 19.5 Amendment to Documents. Notwithstanding any provision contained in Article 22 of this Declaration, the approval of Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage held by an Mortgagee appertain shall be required to materially amend any provisions of this Declaration, the Bylaws or the Articles provided that such provisions are for the sole, express benefit of holders, guarantors, or insurers of those first Mortgages on Lots.

Section 19.6 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of

any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 19.7 Notice to Association. Upon request, each Owner shall be obligated to furnish to its Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 19.8 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

Section 19.9 Construction of Article 20. Nothing contained in this Article shall be construed to reduce the percentage of vote that must otherwise be obtained under the Declaration, Bylaws, or Louisiana law for any of the acts set out in this Article.

Section 19.10 Developer's Right of First Refusal and Right to Repurchase. No unimproved Lot, or interest therein, upon which construction has not begun within two (2) years from the date of its initial sale shall be sold or transferred unless and until the Builder or Owner shall have first offered to sell such-unimproved Lot to Developer under the same terms and at the same price for which such Lot was originally sold, and Developer has waived, in writing, its right to purchase such unimproved Lot. If a Builder or Owner has not begun construction upon the Lot within two (2) years from the date of its initial sale to such Builder or Owner, Developer shall have the right to purchase the Lot under the same terms and at the same price for which such Lot was originally sold. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab for the primary Building shall be poured.

PART SIX: CHANGES IN LONG FARM

Planned unit developments constantly change and adapt to new circumstances, needs, residents, surrounding areas and laws as time passes. Long Farm and its Governing Documents must be able to change and adapt with each new experience while protecting the purpose and intent of the community.

ARTICLE 20 CHANGES IN LOT OWNERSHIP

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the applicable Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as such Board may require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by such Board, notwithstanding the transfer of title.

ARTICLE 21

CHANGES IN COMMON AREA

Section 21.1 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the applicable Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and of Developer, as long as Landowner Group owns any portion of the Option Property) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

a. If the taking involves a portion of the Common Area on which Improvements have been constructed, the applicable Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Developer, so long as Landowner Group owns any portion of the Option Property, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in such Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by its Board. The provisions of Section 11.7 regarding funds for the repair of damage or destruction shall apply.

b. If the taking does not involve any Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as its Board shall determine.

Section 21.2 Partition. Except as permitted In this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit a Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

Section 21.3 Transfer or Dedication of Common Areas. An Association may dedicate portions of its Common Area to the East Baton Rouge City/Parish, Louisiana, or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by this Declaration.

ARTICLE 22 AMENDMENT OF THE DECLARATION

Section 22.1 By Developer. Until termination of the Class "B" Control Period, Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no materially adverse effect upon any material rights of any affected Owner. Thereafter, Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of

the Property; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Rights reserved to Developer may not be amended without the specific consent of Developer. Notwithstanding any statement or inference to the contrary in this Declaration, Developer specifically reserves and has the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

Section 22.2 By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3) of the total Class "A" votes in the Associations, other than Developer, and the consent of Developer, so long as Landowner Group owns any portion of the Option Property and/or has an option to subject additional property to this Declaration pursuant to Article 4. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 22.3 Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

Section 22.4 Supplemental Declarations. Developer and the Association (with the consent of Developer if during the Class "B" Control Period) shall have the right to make Supplemental Declarations without the consent of any Members, and the rights of Developer and the Associations set forth in this Section may not be withdrawn or otherwise modified without the consent of Developer and the Board. It is expressly stated that any Supplemental Declaration may, without any approval of the Members, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use which would otherwise be applicable to property added to Long Farm pursuant to a Supplemental Declaration including without limitation thereto all such restrictions contained in Article 6, but such changes shall only relate to and effect the Lots and other property added to Long Farm pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Long Farm pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in Article 7, Article 8 and in the Design Documents, but such changes shall only relate to and effect the Lots and other property added to Long Farm pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration

shall be deemed to have modified any provisions of this Declaration applicable to Lots included within Long Farm prior to the filing of said Supplemental Declaration unless the Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Article.

Section 22.5 Design Code. The Design Review Board shall always have the right to amend, modify and supplement the Design Code without the consent of the Members, and the Boards shall always have the right to adopt and file amendments to this Declaration which contain amendments, modifications or supplements of the Design Code adopted by the Design Review Board. The rights of the Design Review Board and the Association set forth in this Section may not be withdrawn or otherwise modified without the consent of the Design Review Board and the Boards.

Section 22.6 Effective Date of Amendments.

a. **General.** Amendments to this Declaration shall become effective upon recordation in the public records of East Baton Rouge Parish, Louisiana, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

b. **Other.** Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within Long Farm to the extent that such Buildings have been constructed prior to the adoption of such modifications or other amendment to the Design Documents; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Long Farm, or use of Lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification. Notwithstanding anything to the contrary contained herein, Developer, the Design Review Board or a Board of Directors of an Association, as applicable, may require an Owner to conform any nonconforming use to current standards and guidelines if the cost of such conformance does not exceed \$5,000.00.

Section 22.7 Validity. If an Owner consents to any amendment to this Declaration or its applicable Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 22.8 Effect on Rights or Privileges. No amendment may, directly or indirectly, remove, revoke, or modify the status, or any right or privilege, of the Joint Committee, Developer or the Class "B" Member without the written consent of the Joint Committee, Developer or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 22.9 Exhibits. Exhibits "A", "B", "C", "D", "E-1", "E-2" and "F" attached to this Declaration are incorporated herein by this reference and any amendment to such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

Section 22.10 Duration; Termination. The Reservations and all other terms and provisions contained in this Declaration shall run with and bind Long Farm and shall inure to the benefit of and be enforceable by Developer, the Associations, and all Owners of property within Long Farm, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for succeeding ten (10) year periods unless an instrument signed by Developer, so long as Landowner Group owns any portion of the Option Property, and Owners representing ninety (90%) percent of the votes of the Members, shall have been recorded agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

a. **Unanimous Consent.** The Declaration may be terminated at any time by the consent in writing of all Owners and with the consent of the Developer, so long as Landowner Group owns any portion of the Option Property.

b. **Dedication of Common Area.** The Declaration may be terminated by consent in writing by the Members representing two-thirds (2/3) of the votes in the Associations and by consent of Developer, so long as Landowner Group owns any portion of the Option Property, if the Common Areas have been accepted for dedication or taken by eminent domain by the appropriate Governmental Authority (except that Alleys or footpaths between two (2) Lots may be divided evenly between the adjacent Lot Owners in accordance with this Declaration).

Section 22.11 Condemnation. In accordance with Section 21.1, if all or part of the Common Area is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the applicable Association. Its Board shall have the right to act on behalf of such Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE 23 MISCELLANEOUS

Section 23.1 Sales Office. Notwithstanding any language in this Declaration to the contrary, as long as Landowner Group owns any Option Property in Long Farm, Developer shall have the right and privilege to maintain general and sales offices in and about Long Farm, including model homes, and to have their employees present on the premises to show property within Long Farm, use the Common Area and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, or other property, all without charge or contribution to the Associations except that Developer will owe Assessments to the extent provided in Section 12.16 herein; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

Section 23.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Long Farm as a PUD. The captions of the various Articles, Sections and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

Section 23.3 Use of Materials or Components. The use of any material or components as indicated within the Design Documents or this Declaration shall be solely at the risk of the Owner of a Lot and shall import no liability to the Associations, Developer or their assigns. The materials listed in the Design Documents or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within Long Farm. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Long Farm to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

Section 23.4 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Design Documents or the Rules and Regulations of the Associations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the Design Documents or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

Section 23.5 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of its Association, as described in Section 17.6, at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

Section 23.6 Gender; Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

Section 23.7 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Louisiana.

Section 23.8 Severability. If any one or more of the provisions (or any part thereof) of this Declaration, the Design Documents or of the Rules and Regulations of the Associations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired

thereby, and the balance of this Declaration, the Design Documents and the Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

Section 23.9 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within Long Farm, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Design Documents, (c) any Rules and Regulations of the Associations that may be subsequently adopted, from time to time, by the Associations or their Boards, and all modifications thereto, and (d) any future amendments, modifications or supplements to this Declaration and/or the Design Documents adopted pursuant to the terms and provisions of this Declaration.

THUS DONE AND SIGNED by Developer, in Baton Rouge, Louisiana on the date first above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

Marie N. Walker
Printed: **Marie N. Walker**

Laurie J. Kimball
Printed: **Laurie J. Kimball**

DEVELOPER:

Russell L. Mosely
Long Farm Development I, L.L.C., by
Russell L. Mosely, duly authorized
manager

NOTARY PUBLIC

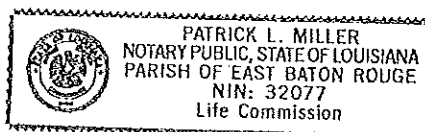


EXHIBIT "A"
LEGAL DESCRIPTION OF THE "OPTION PROPERTY"

A 236.82 Acre parcel of land situated in Sections 50, 51 & 52, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and being more particularly described as the following:

From the POINT OF BEGINNING which is at the SE corner of the intersection of Baringer Foreman Road and Jefferson Highway;

Thence continue S 47° 48' 21" E a distance of 260.48 feet along the R/W of Jefferson Hwy;
Thence continue S 48° 54' 21" E a distance of 250.00 feet along the R/W of Jefferson Hwy;
Thence continue S 50° 48' 54" E a distance of 450.25 feet along the R/W of Jefferson Hwy;
Thence continue S 70° 04' 23" E a distance of 55.39 feet along the R/W of Jefferson Hwy;
Thence continue S 46° 03' 44" E a distance of 3.82 feet along the R/W of Jefferson Hwy;
Thence continue along a curve turning to the right through an angle of 05° 45' 48.00", having a radius of 2834.79 feet, an arc length of 285.15 feet, and whose long chord bears S 46° 01' 27" E for a distance of 285.03 feet along the R/W of Jefferson Hwy;
Thence continue S 43° 08' 33" E a distance of 892.73 feet along the R/W of Jefferson Hwy;
Thence continue along a curve turning to the right through an angle of 05° 10' 07.00", having a radius of 2834.79 feet, an arc length of 255.72 feet, and whose long chord bears S 40° 33' 29" E for a distance of 255.64 feet along the R/W of Jefferson Hwy;
Thence continue S 37° 52' 42" E a distance of 788.39 feet along the R/W of Jefferson Hwy to a point and corner;
Thence continue S 26° 53' 31" W a distance of 146.63 feet;
Thence continue S 09° 10' 51" W a distance of 469.13 feet to a point and corner;
Thence continue S 78° 34' 16" E a distance of 103.00 feet to a point and corner;
Thence continue S 07° 39' 03" W a distance of 2514.01 feet to a point at the R/W of Airline Highway;
Thence continue along said R/W N 66° 17' 33" W a distance of 2543.60 feet to a point and corner;
Thence continue N 27° 00' 16" E a distance of 442.15 feet;
Thence continue N 07° 56' 24" E a distance of 677.83 feet to a point and corner;
Thence continue N 61° 30' 55" W a distance of 819.71 feet to a point along the R/W of Baringer Foreman Rd;
Thence continue along said R/W N 09° 57' 24" E a distance of 573.52 feet to a point and corner;
Thence continue S 70° 31' 38" E a distance of 760.14 feet to a point and corner;
Thence continue N 09° 57' 24" E a distance of 374.70 feet to a point and corner;
Thence continue N 70° 31' 38" W a distance of 760.14 feet to a point along the R/W of Baringer Foreman Rd.;
Thence continue along said R/W N 09° 57' 24" E a distance of 324.70 feet;
Thence continue N 17° 55' 22" E a distance of 180.09 feet along the R/W of Baringer Foreman Rd.;

Thence continue N 18° 51' 46" E a distance of 1371.24 feet along the R/W of Baringer Foreman Rd.;

Thence continue N 19° 27' 31" E a distance of 216.18 feet along the R/W of Baringer Foreman Rd.;

Thence continue N 85° 39' 07" E a distance of 85.68 feet to the POINT OF BEGINNING;

Containing 236.82 acres more or less.

EXHIBIT "B"
LEGAL DESCRIPTION OF LONG FARM PHASE 1-A (THE "PROPERTY")

TRACT A-1-B-1

A certain lot or parcel of land in Sections 50, 51 & 52, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana containing 966,587 square feet, 22.19 acres, more or less, and being more particularly described as follows:

Beginning at the intersection of the southernmost right-of-way of Jefferson Highway and the easternmost right-of-way of Baringer Foreman Road, said point being the southwestern end of the chamfer of the intersection;

Thence proceed, along said chamfer, N87°17'07"E a distance of 84.66' to a point on the southernmost right-of-way of Jefferson Highway;

Thence continue along said southernmost right-of-way of Jefferson Highway, S48°17'55"E a distance of 160.44';

Thence continue along said southernmost right-of-way of Jefferson Highway S45°26'13"E a distance of 100.12';

Thence continue along said southernmost right-of-way of Jefferson Highway S48°17'54"E a distance of 67.54' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S48°17'54"E a distance of 182.46' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S50°12'28"E a distance of 450.25' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S69°27'57"E a distance of 55.39' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S48°17'55"E a distance of 3.82' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway with a curve turning to the right with an arc length of 285.15', with a radius of 2834.79', with a chord bearing of S45°25'01"E, with a chord length of 285.03' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S42°32'07"E a distance of 150.34' to a point;

Thence proceed S47°27'53"W a distance of 219.40' to a point;

Thence proceed N42°32'46"W a distance of 65.43' to a point;

Thence proceed S44°01'40"W a distance of 276.54' to a point, the actual Point of Beginning;

Thence proceed S42°00'01"E a distance of 11.62' to a point;

Thence with a curve turning to the right with an arc length of 239.95', with a radius of 1302.00', with
a chord bearing of S49°56'21"W, with a chord length of 239.61';

Thence proceed S55°04'54"W a distance of 45.80' to a point;

Thence proceed S47°45'26"W a distance of 178.30' to a point;

Thence proceed S50°33'42"E a distance of 119.98' to a point;

Thence proceed S34°31'36"W a distance of 120.71' to a point;

Thence with a curve turning to the left with an arc length of 29.62', with a radius of 1890.00', with a
chord bearing of S56°04'25"E, with a chord length of 29.62';

Thence proceed S33°28'39"W a distance of 54.00' to a point;

Thence with a curve turning to the right with an arc length of 42.85', with a radius of 1944.00', with
a chord bearing of N55°53'28"W, with a chord length of 42.85';

Thence with a reverse curve turning to the left with an arc length of 84.37', with a radius of 1412.00', with a chord bearing of S26°56'36"W, with a chord length of 84.35';

Thence proceed N51°17'10"W a distance of 79.37' to a point;

Thence proceed S39°05'22"W a distance of 56.45' to a point;

Thence with a curve turning to the right with an arc length of 241.90', with a radius of 77.00', with a
chord bearing of N50°54'38"W, with a chord length of 154.00';

Thence proceed N39°05'22"E a distance of 15.87' to a point;

Thence proceed N50°54'38"W a distance of 65.35' to a point;

Thence with a curve turning to the left with an arc length of 72.29', with a radius of 473.00', with a
chord bearing of S25°11'16"W, with a chord length of 72.22';

Thence proceed S20°48'35"W a distance of 10.68' to a point;

Thence proceed N69°11'25"W a distance of 54.00' to a point;

Thence proceed N20°48'35"E a distance of 10.68' to a point;

Thence with a curve turning to the right with an arc length of 69.42', with a radius of 527.00', with a chord bearing of N24°34'59"E, with a chord length of 69.37';

Thence with a reverse curve turning to the left with an arc length of 102.80', with a radius of 1730.00', with a chord bearing of N47°02'11"W, with a chord length of 102.79';

Thence proceed N48°44'19"W a distance of 77.00' to a point;

Thence with a curve turning to the left with an arc length of 92.75', with a radius of 605.00', with a chord bearing of N53°07'49"W, with a chord length of 92.66';

Thence with a compound curve turning to the left with an arc length of 23.32', with a radius of 104.00', with a chord bearing of N63°56'41"W, with a chord length of 23.27';

Thence proceed N70°22'02"W a distance of 140.64' to a point;

Thence proceed S20°24'18"W a distance of 10.00' to a point;

Thence proceed N70°22'02"W a distance of 55.00' to a point;

Thence proceed N20°24'18"E a distance of 156.01' to a point;

Thence proceed N70°22'02"W a distance of 49.17' to a point;

Thence proceed N68°57'20"W a distance of 100.03' to a point;

Thence proceed N19°34'41"E a distance of 1041.39' to a point;

Thence proceed S47°18'35"E a distance of 271.63' to a point;

Thence proceed S42°41'25"W a distance of 99.46' to a point;

Thence proceed S45°58'20"E a distance of 714.54' to a point;

Thence with a curve turning to the right with an arc length of 55.41', with a radius of 538.50', with a chord bearing of S43°01'29"E, with a chord length of 55.38';

Thence proceed S40°04'38"E a distance of 127.53' to a point;

Thence proceed S42°00'01"E a distance of 143.88' to a point, the actual Point of Beginning

CONF. TABLE										CONF. TABLE									
MEMBER	NAME	ADDRESS	APC	CONF.	CHURCH	RELIG.	LOCAL	ANGL.	UNITED	MEMBER	NAME	ADDRESS	APC	CONF.	CHURCH	RELIG.	LOCAL	ANGL.	UNITED
C1	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C11	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C2	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C12	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C3	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C13	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C4	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C14	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C5	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C15	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C6	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C16	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C7	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C17	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C8	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C18	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C9	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C19	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C10	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C20	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C11	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C21	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C12	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C22	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C13	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C23	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C14	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C24	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C15	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C25	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C16	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C26	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C17	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C27	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C18	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C28	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C19	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C29	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C20	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C30	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C21	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C31	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C22	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C32	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C23	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C33	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C24	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C34	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C25	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C35	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C26	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C36	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C27	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C37	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C28	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C38	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C29	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C39	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C30	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C40	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C31	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C41	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C32	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C42	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C33	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C43	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C34	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C44	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C35	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C45	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C36	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C46	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C37	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C47	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C38	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C48	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C39	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C49	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C40	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C50	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C41	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C51	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C42	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C52	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C43	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C53	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C44	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C54	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C45	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C55	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C46	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C56	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C47	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C57	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C48	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C58	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C49	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C59	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C50	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C60	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C51	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C61	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C52	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C62	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C53	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C63	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C54	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C64	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C55	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C65	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C56	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C66	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C57	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C67	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C58	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C68	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C59	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C69	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C60	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C70	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C61	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C71	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000
C62	W. H. H.	10000	10000	10000	10000	10000	10000	10000	10000	C72	W. H. H.	10000	10000	10000					

1ST AREA			2ND AREA			3RD AREA			4TH AREA			5TH AREA		
AGE	NO.	%	AGE	NO.	%	AGE	NO.	%	AGE	NO.	%	AGE	NO.	%
15-19	10	1.7	15-19	10	1.7	15-19	10	1.7	15-19	10	1.7	15-19	10	1.7
20-24	12	2.1	20-24	12	2.1	20-24	12	2.1	20-24	12	2.1	20-24	12	2.1
25-29	15	2.7	25-29	15	2.7	25-29	15	2.7	25-29	15	2.7	25-29	15	2.7
30-34	18	3.2	30-34	18	3.2	30-34	18	3.2	30-34	18	3.2	30-34	18	3.2
35-39	20	3.6	35-39	20	3.6	35-39	20	3.6	35-39	20	3.6	35-39	20	3.6
40-44	22	3.9	40-44	22	3.9	40-44	22	3.9	40-44	22	3.9	40-44	22	3.9
45-49	25	4.5	45-49	25	4.5	45-49	25	4.5	45-49	25	4.5	45-49	25	4.5
50-54	28	5.1	50-54	28	5.1	50-54	28	5.1	50-54	28	5.1	50-54	28	5.1
55-59	30	5.4	55-59	30	5.4	55-59	30	5.4	55-59	30	5.4	55-59	30	5.4
60-64	32	5.8	60-64	32	5.8	60-64	32	5.8	60-64	32	5.8	60-64	32	5.8
65-69	35	6.3	65-69	35	6.3	65-69	35	6.3	65-69	35	6.3	65-69	35	6.3
70-74	38	6.8	70-74	38	6.8	70-74	38	6.8	70-74	38	6.8	70-74	38	6.8
75-79	40	7.1	75-79	40	7.1	75-79	40	7.1	75-79	40	7.1	75-79	40	7.1
80-84	42	7.5	80-84	42	7.5	80-84	42	7.5	80-84	42	7.5	80-84	42	7.5
85-89	45	8.0	85-89	45	8.0	85-89	45	8.0	85-89	45	8.0	85-89	45	8.0
90-94	48	8.5	90-94	48	8.5	90-94	48	8.5	90-94	48	8.5	90-94	48	8.5
95-99	50	8.9	95-99	50	8.9	95-99	50	8.9	95-99	50	8.9	95-99	50	8.9
100+	52	9.3	100+	52	9.3	100+	52	9.3	100+	52	9.3	100+	52	9.3
TOTAL	500	100.0	TOTAL	500	100.0	TOTAL	500	100.0	TOTAL	500	100.0	TOTAL	500	100.0

020208	TV	0.164	2032.75
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FORWATER NOTE: AS PART OF CONTRACT, IF QUANT. IS
 1000 LBS. OR MORE, IT IS LIMITED TO 1000 LBS. PER
 CONTRACT AND MAXIMUM OF 10000 LBS. PER MONTH. 1000 LBS.
 OF THE LIMITED DEVELOPMENT DISE. LATEST EDITION.

WATER QUALITY MAINTENANCE NOTE: A PERSON'S
 WHO QUALITY MAINTENANCE CONTRACT IS IN EFFECT
 IS ENTITLED TO THE USE OF THE WATER AND WASTEWATER OF THE PERSON.
 (NAME, ADDRESS, PHONE, ETC.)

11A.
 ROAD ELEVATION
 PROPERTY CLASS
 AREA =
 IT IS LOCATED

	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2
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[illegible][illegible][illegible]

SECTION 33
SECTION 34

COLUMBIA STREET
(1st St)

INSET MAP
1st Street
2nd Street

1970
1971

[illegible]

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2/13/2013
DATE

Talbot
TALBOT GRADUATE, P/LC, P.L.C.
REGISTRATION NO. 04861
LLC, INC.

3/16/72
DATE

FOR WHICH A WRITING MUST BE IN ORDER TO
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ACCURACY WITH THE FOLLOWING: 1. 100%
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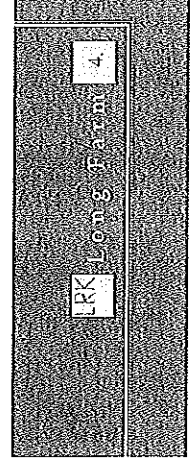
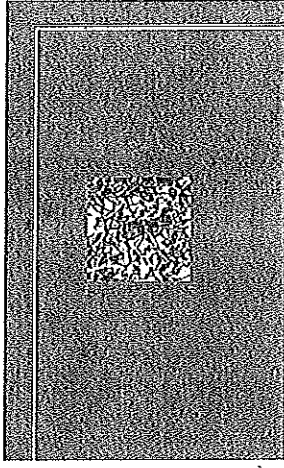
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EXHIBIT "D" - LONG FARM DESIGN CODE



INTRODUCTION TO THE ARCHITECTURAL STYLES

The City of Baton Rouge, named by French explorers in the 17th century, has a rich architectural heritage well exemplified by the wonderful collection of neighborhoods and residential buildings built throughout the 20th century. From its humble beginnings as "*le baton rouge*" to becoming Louisiana's capitol, the city has undergone enormous growth.

The design team has found strong influences in Baton Rouge and New Orleans neighborhoods such as the Garden District, Drehr Place, Spanish Town, Beauregard Town and Kleiner Terrace and has also taken cues from the region. Four categories of architectural components have been identified, the implementation of which are critical to creating the required character of each home. Though the Baton Rouge region contains a wide collection of architectural styles, two have been chosen as the preferred styles that will fit the desired architectural and neighborhood patterns and will differentiate Long Farm from conventionally planned suburban neighborhoods.

The term "style" refers to the consistent qualities and features that link different works together into groups. It is important to note that architectural style is a way of classifying architecture largely by recognizable characteristics - in terms of form, techniques, materials, etc. It is not intended to explain the typological characteristics of a form, its function or the proper position of the home on the lot.



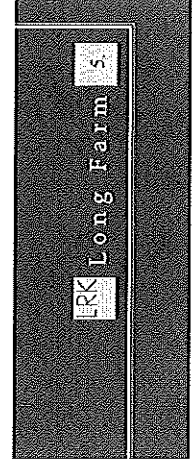
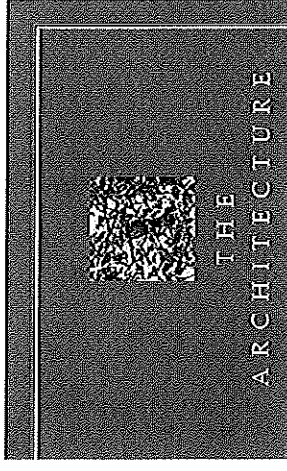
FRENCH COLONIAL/ACADIAN

The French style, once very popular in eastern North America, lost its luster after the Louisiana Purchase and only remained popular in New Orleans. The style later regained national popularity in the 1960's.



CLASSICAL VERNACULAR

The inspiration for this style came from ancient Greece and Rome. With its re-emergence at different times throughout history with different interpretations, Classical design has evolved into our National style.



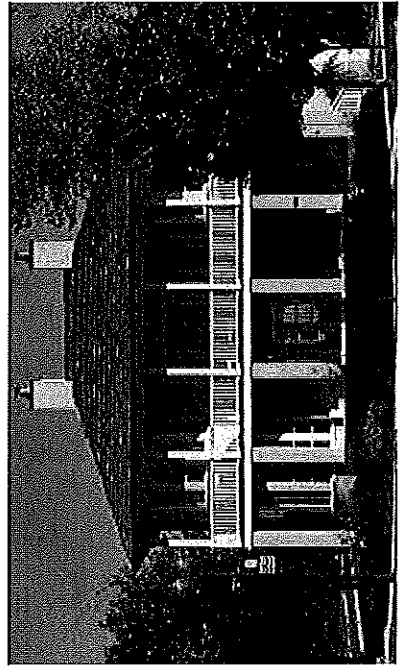
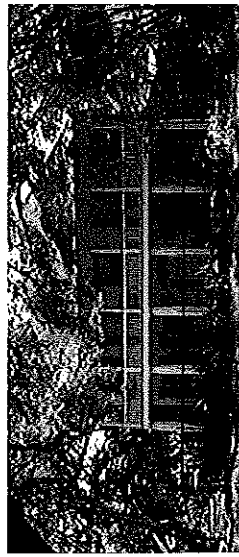
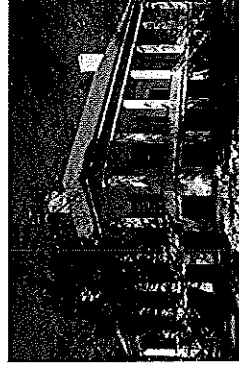
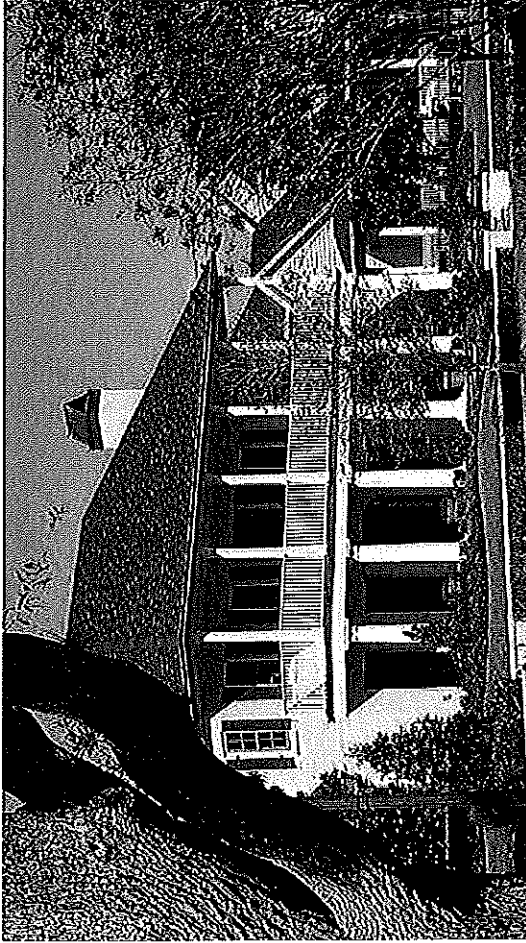
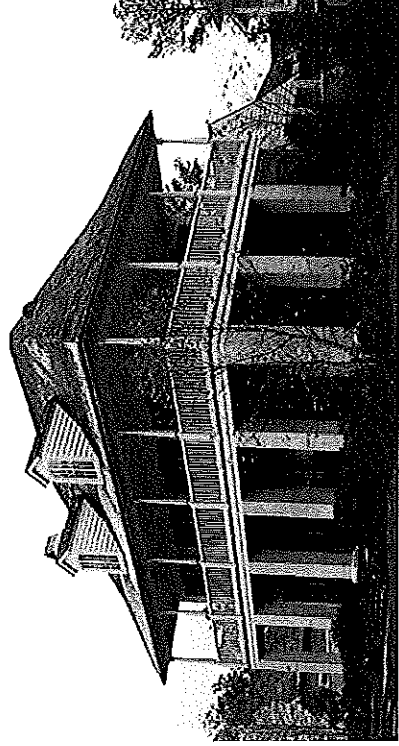
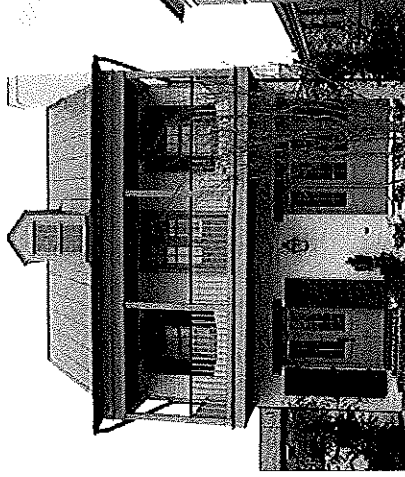
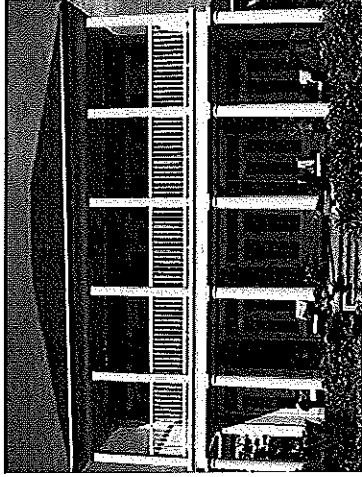


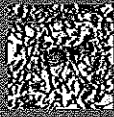
FRENCH COLONIAL/ ACADIAN

The architectural character of Long Farm is based on various historical styles that are found in the Baton Rouge area. Both French and English speaking migrants settled the Gulf Coast Region and each group brought with them differing cultural influences. From the French settlers emerged a strong precedent from European domestic architecture, sometimes with a Caribbean twist. This influence was tempered and adapted to the climate and lifestyles of the Gulf Coast as can be seen in the traditional Acadian and Creole styles that dominated the early architectural preferences of the region.

MATERIALS

Cladding: Stucco, stone, natural or painted brick.
Roofing: Architectural dimension shingles with a slate shingle profile, slate or synthetic slate.
Shutters: Louvered, paneled or vertical board and batten, sized to close over windows and mounted with hardware to appear operable.
Lintels: Brick, stone, cast stone or wood, projected stucco.
Railings: Wood, stone or precast railings and balustrades; decorative black iron or metal.
Gutters/downspouts: Half-round gutter and round downspouts (never locate a downspout on a column).





FRENCH COLONIAL/ ACADIAN

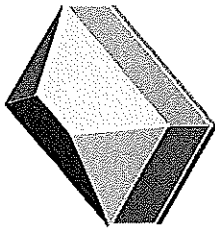
MASSING & FACADE COMPOSITION

The main body of a French Colonial home is typically a simple rectangular form with a symmetrical facade. The rhythm of the facade is usually articulated in the spacing of the porch columns, which clearly divide the elevation into equal parts. Asymmetrical elevations are common, but are generally the result of add-on elements such as side wings. Front porches may either be recessed within the volume of the house under the roof or may be additive elements. Dormers may be added to create one and a half story and two and a half story homes. Roof pitches of French Colonial homes will have a slope not to exceed 8/12. The roof may be either hipped or gabled. Add-on elements shall have similar roof pitches also not to exceed 8/12, and shall be treated as separate additions to the basic form rather than part of a single complex form. These add-on elements provide opportunities for distinct or special details and allow for more elaborate floor plans appropriate to larger homes. The first floor shall be elevated a minimum of 18" and a maximum of 24" above finish grade, unless specifically authorized by the Architectural Review Committee. Foundations may be solid brick or stone, or brick or stone piers with skirting. Exposed piers with skirting between is preferred for porch foundations.

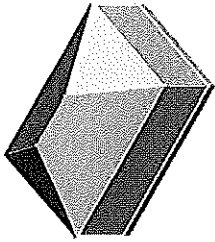


Long Farm

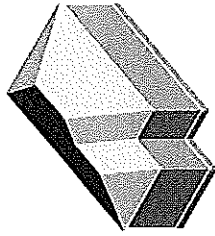
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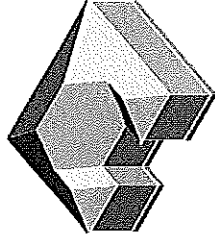
Front hip frontage



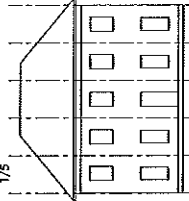
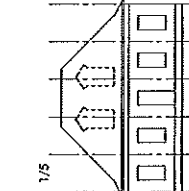
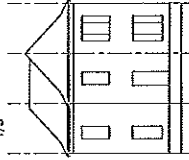
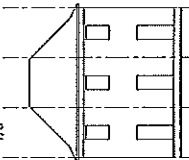
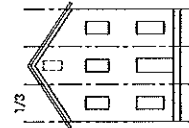
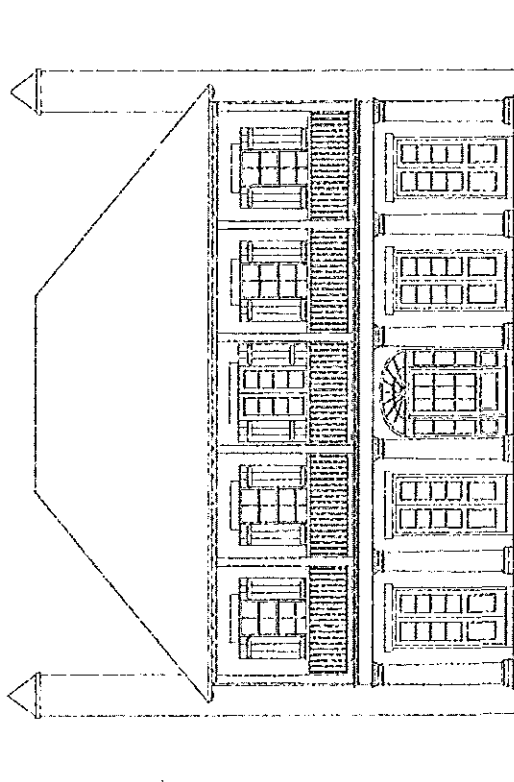
Side hip frontage



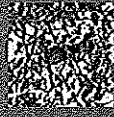
Front hip with front hip extension



Side hip with front hip court extensions



Elevation Options



FRENCH COLONIAL/ ACADIAN

DETAILS: WINDOWS & DOORS

WINDOWS

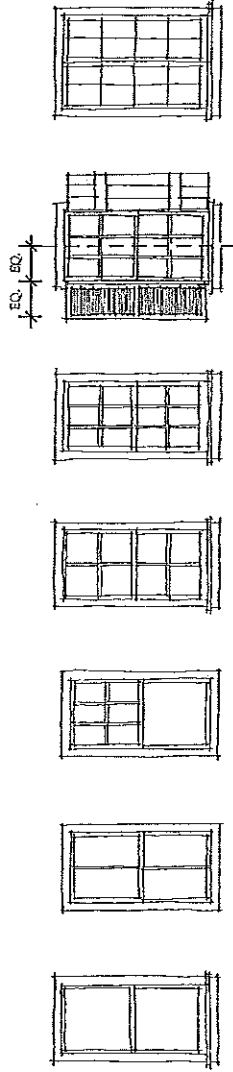
Windows have a symmetrical placement with a vertical proportion. All windows are multi-paned with projecting muntins usually in 4 over 4 and 6 over 6 patterns. Shutters may be board and batten, board on board, paneled or louvered, sized appropriately to close over the windows and shall be mounted with hardware to appear operable. Window head heights should be 8 feet at the first floor and 7 feet to 8 feet at the second floor.

SPECIAL WINDOWS

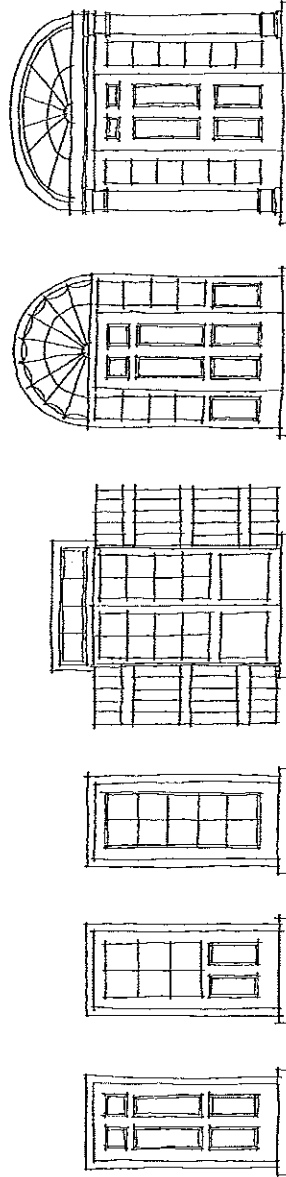
Tall, triple windows with sill mounted near the finished floor are the most common form of special window used on the Long Farm house. Double windows are also used as special windows. Special windows do not have shutters.

DOORS

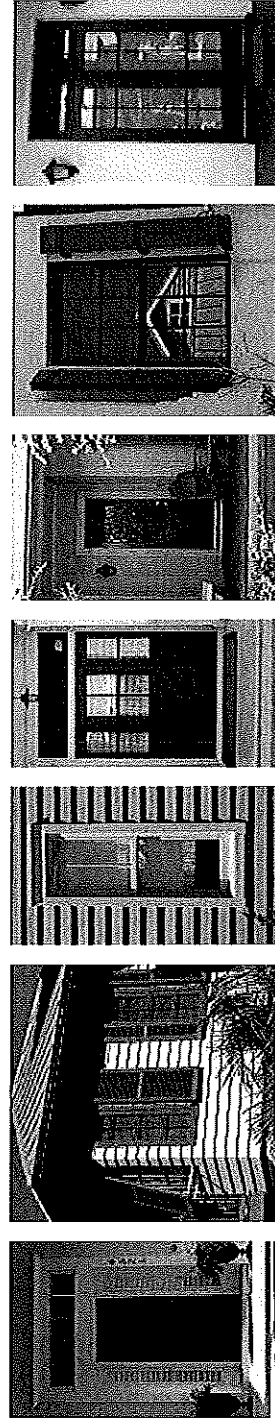
Doors may be either single or double French doors. Single doors are typically 6-panel doors with a rectangular transom or arched light above the door. French doors are often used on the first floor porch in lieu of windows. This allows plenty of light in the house, as well as ease of opening to permit plenty of fresh air to flow through the house. As with windows, full shutters are commonly used on doors.

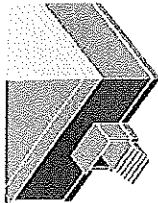


Window Options / Samples

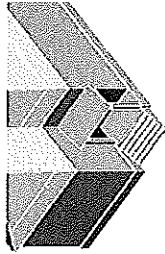


Door Options / Samples

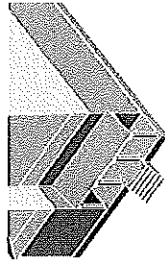




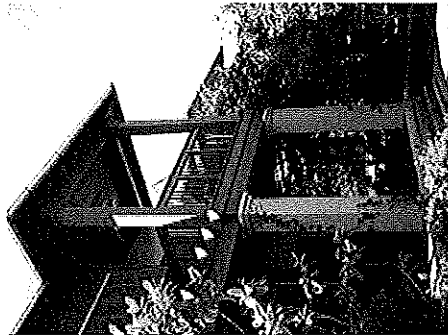
Front Stoop Entry
Porch Massing Options



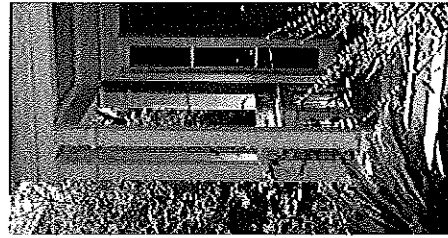
Front entry stoop at intersection of wing



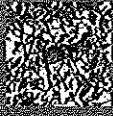
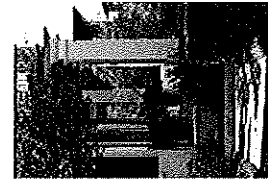
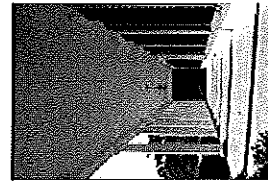
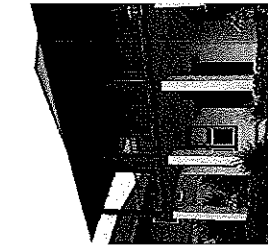
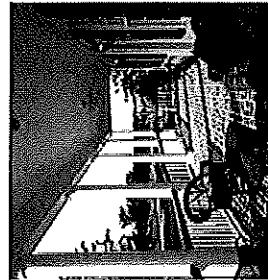
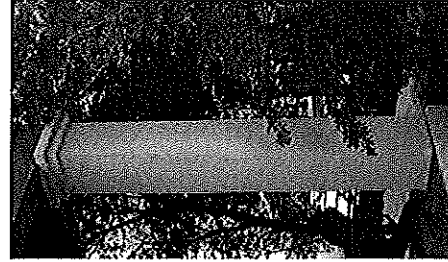
One-story porch at intersection of wing



Typical Porches & Balconies



Typical Column



FRENCH COLONIAL / ACADIAN

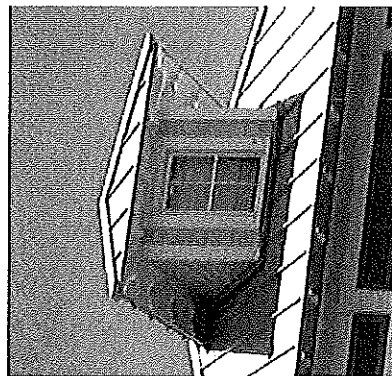
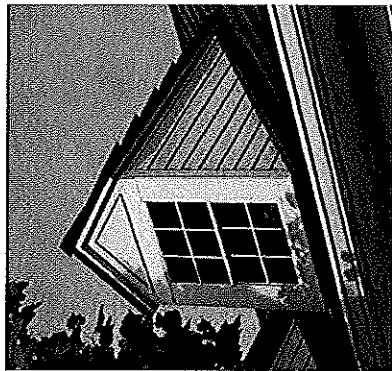
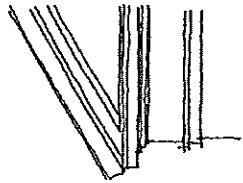
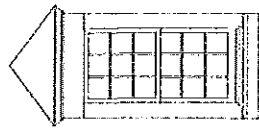
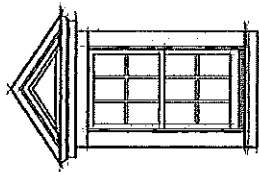
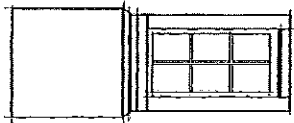
DETAILS: PORCHES & BALCONIES, COLUMNS

PORCHES & BALCONIES

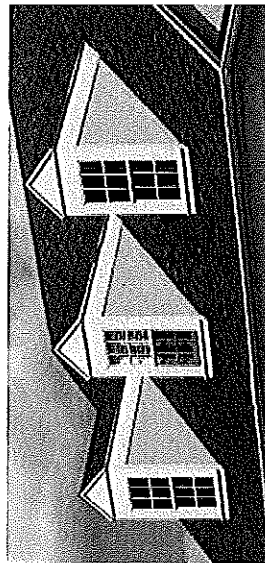
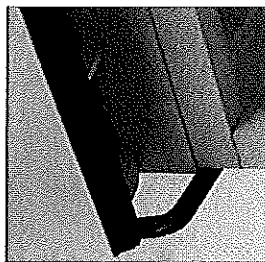
The porch is a primary element of the Long Farm home, serving as the main entrance and the outdoor extension of the living space within. Wide porches also shade home interiors and trap cooling breezes. Porches are deep and may be one or two stories, typically running the full width of the facade. They may even wrap one or both sides of the main body of the home. Porches may either be integral to the main body or may be additive elements with separate roof forms and pitches that range from 2/12 to 4/12. Porches are usually symmetrical. Porches shall have a minimum depth of 8'-0".

COLUMNS

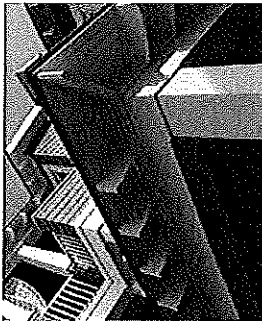
Porch columns shall be square, or occasionally, Doric or Tuscan. Square columns may be chamfered posts, heavy timber posts, boxed columns, or structural copiers. Columns shall have a regular, preferably vertically proportioned spacing, no greater than 12 feet on center. Columns shall be slender and proportionate and shall have minimal detailing. Doric and Tuscan columns shall be wood or approved composite material and shall have appropriate historical proportions and entasis. Railings and pickets shall be of wood or approved composite material. Railings shall have both top and bottom rails and pickets should be centered on the rails.



Typical Dormers



Typical Cornice



FRENCH COLONIAL/ ACADIAN

DETAILS: DORMERS AND CORNICES

DORMERS

Dormers are an additive element that can create a usable half-story space in a one- or two-story home. Dormers may be functional or nonfunctional. They should be centered on the bay spacing or between the bay spacing. Single-window hip or gable-roofed dormers shall be vertically scaled and proportioned, and should tightly frame an appropriately sized window. Shed-roof dormers may have multiple windows and will usually have exposed rafters. Dormer overhangs and rakes should be tight to the main body of the dormer. Windows shall be multi-paned with a projecting muntin pattern.

CORNICES

Cornices on French homes are typically detailed very well. The overhangs may have brackets or not and may flare upward or slope directly from the lower pitch of the roof.



CLASSICAL VERNACULAR

The founders of our country adopted principles of Classicism in developing an architectural identity for the young Republic. This architectural style inspiration came from ancient Greece and Rome. With its re-emergence at different times throughout history with different interpretations, Classical design has evolved into our National style. Houses are dignified and formal. The Classical house is an ordered composition of simple, well-proportioned volumes, often with one or two-story, columned porches. Floor plans are typically symmetrical. Windows are tall and elegant, eaves, cornices and doors are beautifully detailed. Style variations include Georgian, Greek Revival and Colonial Revival.

MATERIALS:

Cladding: Smooth bevel or lap siding, brick or painted brick, light sand finish stucco

Roofing: Asphalt shingles or synthetic slate

Shutters: Sized to close over windows, paneled or louvered, mounted with hardware to appear operable

Lintels: Stone, brick, pre-cast concrete

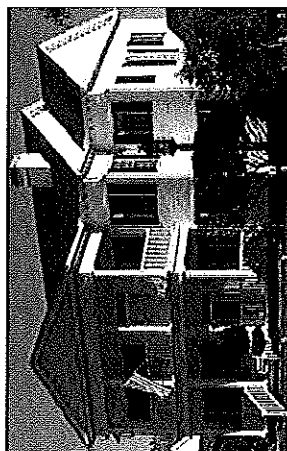
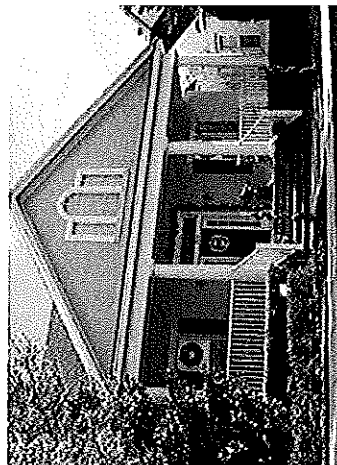
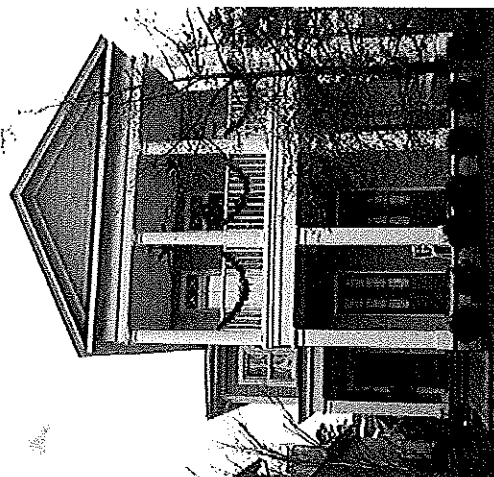
Railings: Straight or turned balustrades, decorative black metal

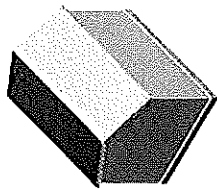
Gutters/downspouts: Half-round or ogee, gutter and round downspouts (never locate a downspout on a column)

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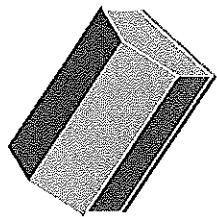
Long Farm

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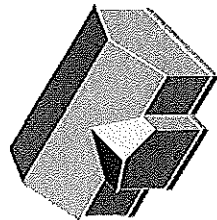




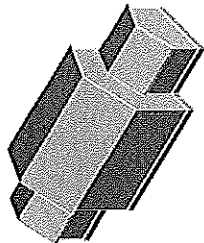
Front gable frontage



Side gable frontage

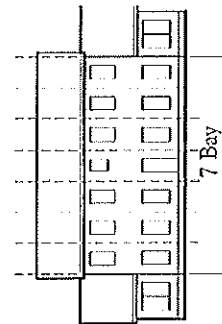
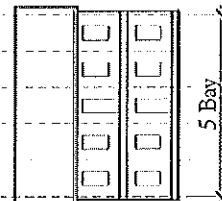
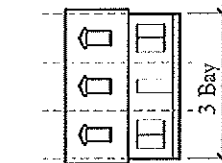
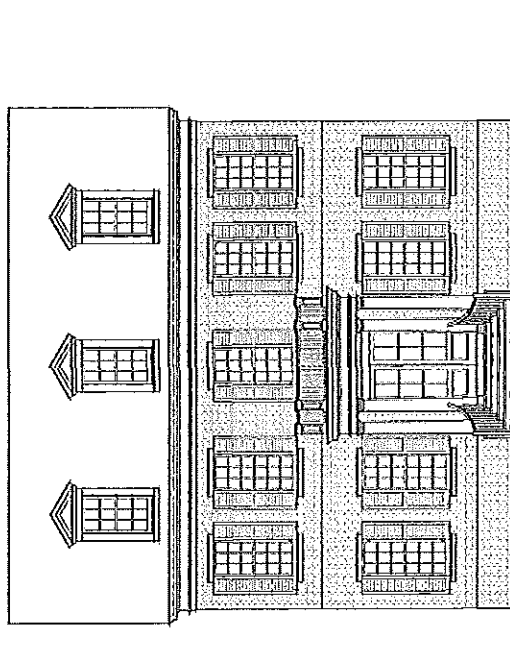


Side gable frontage with front extension



Side gable with extension wings

Massing Options



Elevation Options



CLASSICAL VERNACULAR

MASSING & FACADE COMPOSITION

While the main body of the house is typically a simple rectangular form, variety in Classical homes are the result of add-on elements such as appendages and wings. Classical houses have a standard of three, five or seven bays typically with the long axis parallel to the street. Side wings are smaller than the main body and have roofs separate from that of the main body of the house. While the addition of add-on elements may make the house asymmetrical in overall massing, the symmetrical arrangement of the windows and doors is consistent on the main body of the house. Roofs are medium sloped and complementary to the facade below. They provide a cap that is neither dominant nor subordinate. Hipped or gabled, the roof pitches are typically 6/12 to 10/12. The roofs of add-on elements have the same pitch as the main body of the house. The first floor shall be elevated 18" to 24" above finished grade.



CLASSICAL VERNACULAR

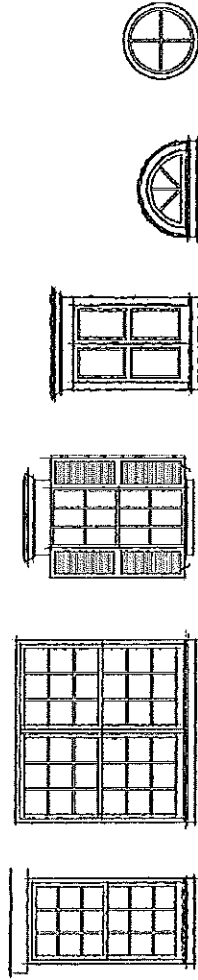
DETAILS: WINDOWS & DOORS

WINDOWS

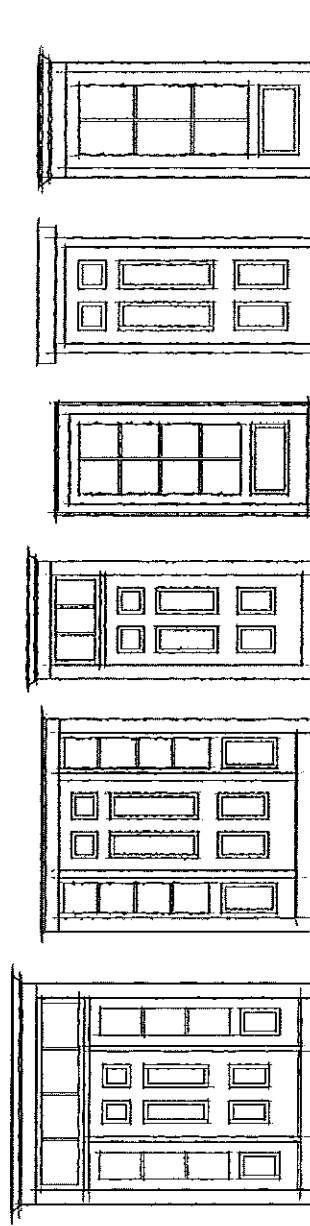
Windows have vertical proportions and are double-hung in appearance with multiple panes and clear glazing. Windows have projecting muntins in patterns of 6 over 6, 9 over 9 or 6 over 9. Windows may be simple and elegant, or may have elaborately detailed window crowns. Accent or specialty windows are often found on Classical houses. These windows can range from a simple half round or round window to a more elaborate Palladian or tripartite window. Accent windows may also be found in the gable ends and on side wings. Shutters may be panel or louvered, sized appropriately to close over the windows, and should be mounted with hardware to appear operable.

DOORS

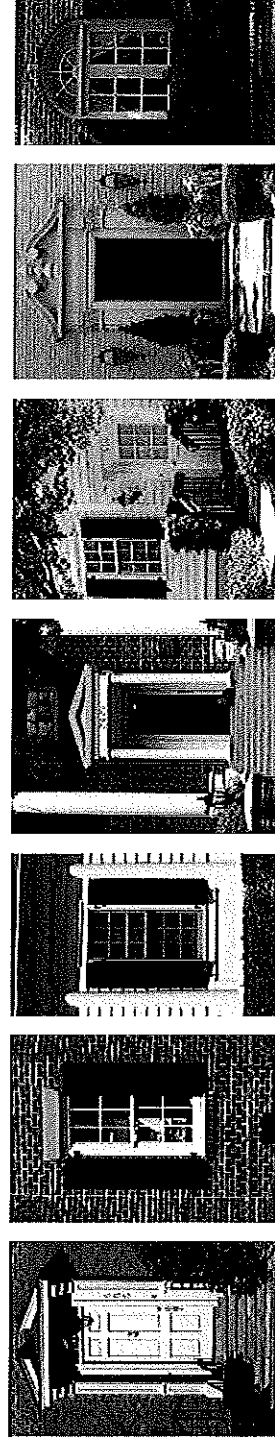
The standard door is a 4, 6 or 8 panel door, and may be flanked by sideights and a full transom. Variations on door panels and glazing may be acceptable, and must be submitted for review by the Architectural Review Committee.



Window Options / Samples



Door Options / Samples





CLASSICAL VERNACULAR

DETAILS: PORCHES & BALCONIES
COLUMNS & ENTABLATURES

PORCHES & BALCONIES

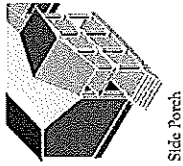
Porches and portico style entrances create the strong central feature of a Classical house. The level of detail of these elements should be in character with the overall house. Elaboration is appropriate at the main entrance but should not be excessive. One- or two-story, columned porches are a prominent feature of Classical houses. The porch roof may have a gabled end or flat roof with balustrade supported by columns of Classical orders. Capitals may be Doric, Ionic, or Corinthian. Two-story porches may have either one or two floors. The entry portico is also commonly found. Entry porches may have a gabled end roof, flat roof, or balustrade top, supported by single or twin columns. Round or square classically proportioned columns are appropriate.

COLUMNS & ENTABLATURES

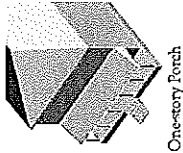
Columns not only serve as structural components that support the roof, porches and porticos, but also as key components of a rich architectural language. They are typically topped by entablatures consisting of architrave, frieze, and cornice which proportionally relate to the column, generally by about one fourth of the column height.



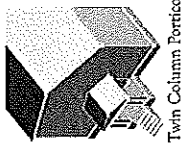
Two-story Porch



Side Porch



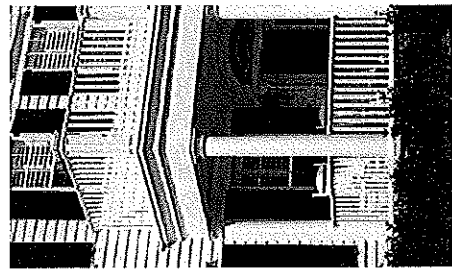
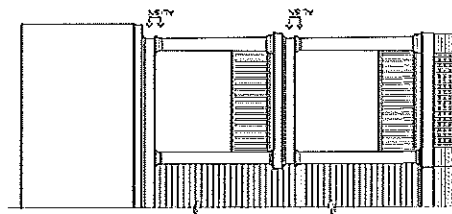
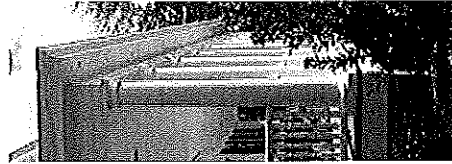
One-story Porch



Twin Column Portico

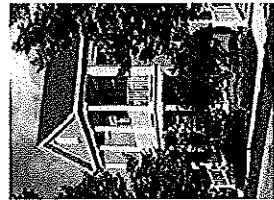
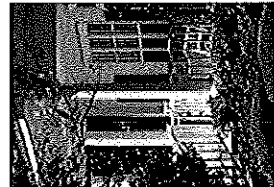
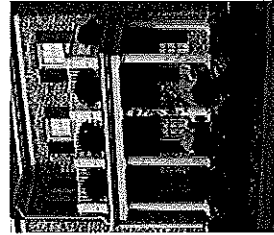


Single Column Portico



Porch Massing Options

Typical Columns & Entablatures



Typical Porches & Balconies



CLASSICAL VERNACULAR

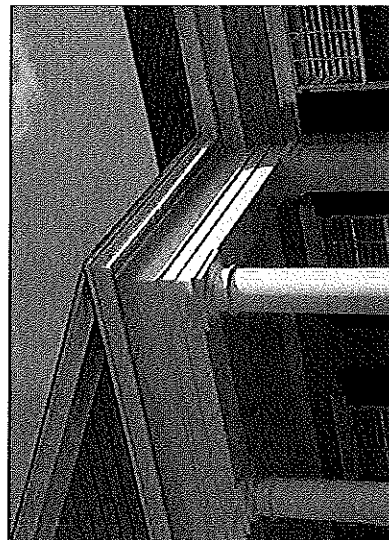
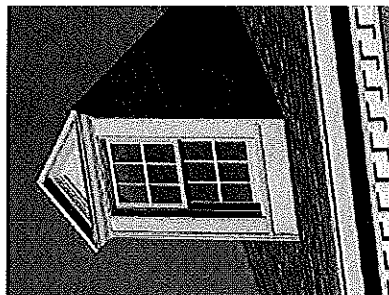
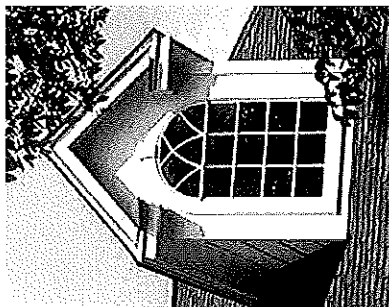
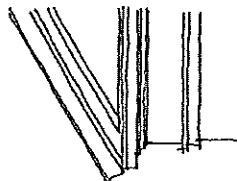
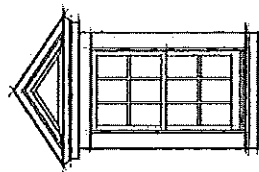
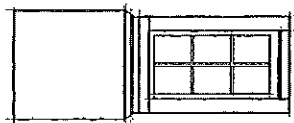
DETAILS: DORMERS & CORNICES

DORMERS

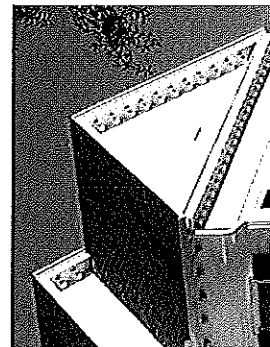
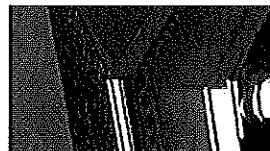
Dormers should be composed as a secondary architectural element to complement the primary form of the main structure, and may be functional or nonfunctional. They should be vertically scaled and proportioned and should tightly frame an appropriately sized and styled window. Dormer overhangs and rakes should be tight to the main body of the dormer and should be consistent on all three sides. Dormer windows are multi-paned, in either a 6 over 6 or 6 over 9 pattern, with projecting muntins.

CORNICES

Well detailed cornices are characteristic of the Classical style. The appropriate selection, detailing and implementation of cornices and rakes is critical for an appropriate house design. For Classical styles, cornices are usually part of a boxed roof-wall junction with an 8" to 12" overhang, and are frequently embellished with details of moldings. Gable ends will generally have cornice returns. Roofing or flashing material above the return will not be visible from the ground level. The construction documents must contain details and sections which clearly illustrate the style, components, sizes and location of any cornice and rake.



Typical Dormers



Typical Cornice

INAPPROPRIATE SITE PLANNING

NO

Utility meters, AC compressors and refuse located within public views and not screened.

Garage access from main street is not allowed when service drive/rear lane is provided.

Building form does not respond to the double street frontage location and the entry elements add to the wrong street.

Lawn ornaments, fish ponds, fountains, and decorative lawn furniture are not allowed within front yard or public view areas.

Utility meters and AC compressors located in public view and should be located toward the rear of the building.

Garage access to street is not allowed when service drive/alley access is provided.

Garage doors facing a service drive/rear lane are required to be located 5 feet or 17 feet from the rear property line on one side of the rear lane and 17 feet from the property line on the opposite side.

Garage doors are 5 feet or 17 feet from the rear property line on one side of the rear lane and 17 feet from the rear property line on the opposite side.

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Garage doors are 5 feet or 17 feet from the rear property line on one side of the rear lane and 17 feet from the rear property line on the opposite side.

APPROPRIATE SITE PLANNING

YES

Refuse and utility meters are properly screened from public view and are located toward the rear of the house.

Privacy fence is set at a reasonable distance from the property line.

Building form with side porch properly responds to the corner condition.

The primary facade of all houses fall within the front setback line. All buildings are set at the front 'buildable' line and porches are within the encroachments.

Front walkways properly address the main street and terminate at the sidewalk.

Garage doors are 5 feet or 17 feet from the rear property line on one side of the rear lane and 17 feet from the rear property line on the opposite side.

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Garage doors are 5 feet or 17 feet from the rear property line on one side of the rear lane and 17 feet from the rear property line on the opposite side.

UTILITY/EQUIPMENT

Electrical and gas utility meters and A/C compressors will be unobtrusively located toward the rear of house and screened from public view by landscaping or appropriate fencing. Transformers on individual lots will be screened with landscaping to minimize visual impact.

REFUSE/STORAGE

Refuse containers, wood piles, etc. will be stored within an enclosed storage area, appropriately fenced, walked or screened from public view by landscaping.

OTHER SITE ISSUES

Satellite dish, antenna and play equipment must be located out of public view and must be submitted for review by the ARC. Pools, spas and accessory structures will match or complement the home design and detailing and must be submitted for review by the ARC. No pre-fabricated storage buildings are allowed.

CLEAR SIGHT TRIANGLE

On corner lots, no structure or object obstructing a driver's view, including landscaping, will be placed within the triangular area formed by measuring 25'-0" along each curb line from the point of intersection of curb lines projected.

PAVING

All paving materials for front walks including toned or colored concrete or masonry or stone pavers must be submitted for review by the ARC.

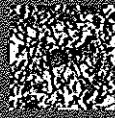
BUILDING ORIENTATION

Buildings will be sited towards and relate to the street. The primary orientation of corner houses for the purpose of establishing front entries will be determined by the Architectural Review Committee. Each building will have a walkway connection between the front entry and the street. All garages must be accessed from the rear lane. Lots which abut a rear lane shall access their garage and any off-street parking from the rear lane.

STREETSCAPE

Buildings will define the streetscape through the use of generally consistent setbacks. The streetscape will also be reinforced by projecting porches, shade trees and other vertical elements, such as garden walls, hedges or appropriate fencing, which define front yards and street edges.

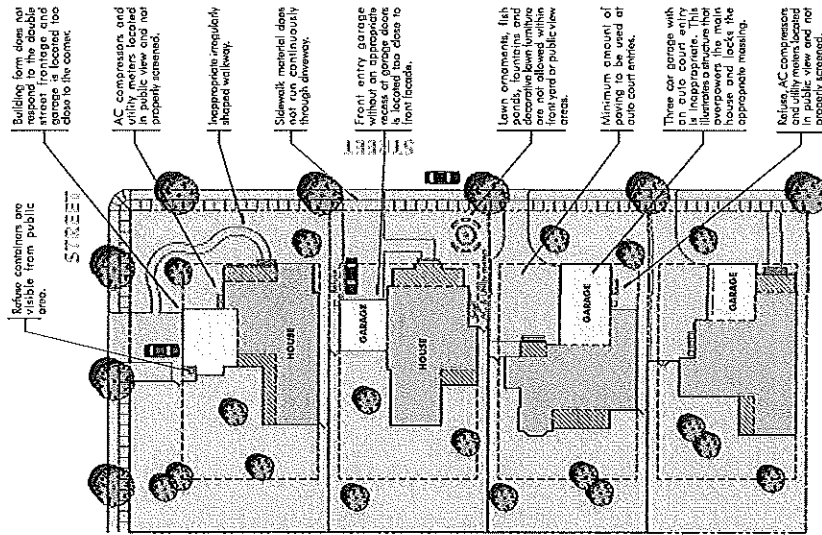
REAR LANE GARAGE ACCESS



SITE PLANNING ELEMENTS

INAPPROPRIATE SITE PLANNING

NO



PAVING

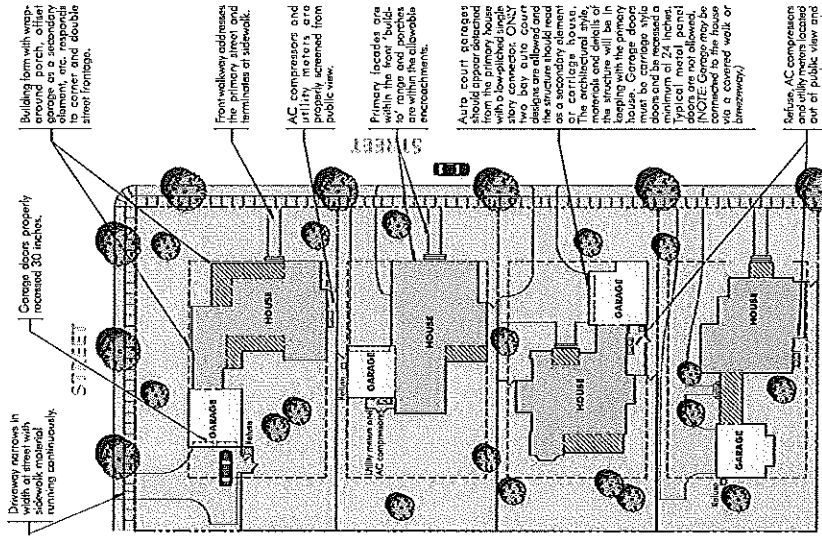
All paving materials for front walls and driveways including toned or colored concrete or masonry pavers must be submitted for review by the Architectural Review Committee.

UTILITY/EQUIPMENT

Electrical and gas utility meters and A/C compressors will be unobtrusively located toward the rear of house and screened from public view by landscaping or appropriate fencing. Transformers on individual lots will be screened with landscaping to minimize visual impact.

APPROPRIATE SITE PLANNING

YES



REFUSE/STORAGE

Refuse containers, wood piles, etc. will be stored within an enclosed storage area, appropriately fenced, walled or screened by landscaping from public view.

OTHER SITE ISSUES

Satellite dish, antenna and play equipment must be located out of public view. Pools, spas and accessory structures will match or complement the home design and detailing. No prefabricated storage buildings are allowed.

SITE PLANNING ELEMENTS

17

STREET GARAGE ACCESS

STREETSCAPE

Buildings will define the streetscape through the use of generally consistent setbacks. The streetscape will also be reinforced by projecting porches, shade trees and other vertical elements, such as garden walls, hedges or appropriate fencing, which define front yards and street edges.

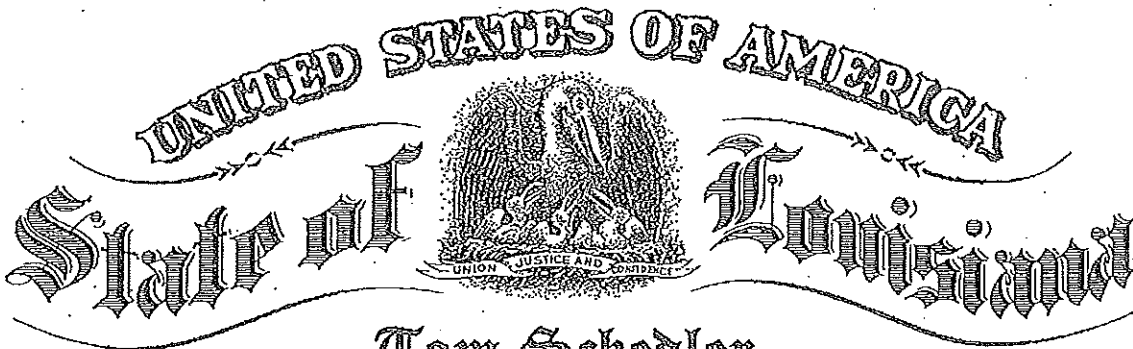
BUILDING ORIENTATION

Buildings will be sited towards and relate to the street. The primary orientation of corner and multiple frontage sites for the purpose of establishing front entries will be determined by the Developer or their designated Project Architect. Each building will have a walkway connection between the front entry and the street.

SERVICE DRIVES/LANES

Where lots about a service drive/lane, driveways and garages must be served by the service drive. Garages shall be set at the rear setback line or a minimum of 18 feet from the service drive. On corner lots, the view down the service drive from the street shall be constricted by either a rear fence or tall hedge (located 3 ft. from the property line), or a garage located at the rear setback line.

EXHIBIT "E-1"



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

LONG FARM RESIDENTIAL OWNER'S ASSOCIATION, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

Original Filing 03/06/2013 12 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

March 6, 2013

Secretary of State

KGP 41104752N



Certificate ID: 10359206#VXM73

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.

www.sos.louisiana.gov

ARTICLES OF INCORPORATION
OF
LONG FARM RESIDENTIAL OWNER'S ASSOCIATION, INC.

BE IT KNOWN, that on this 6th of March, 2013, before the undersigned Notary Public, personally came and appeared Russell L. Mosely, a resident of and domiciled in Lafayette Parish, Louisiana, of the full age of majority, who declared before me, in the presence of the undersigned competent witnesses, that, availing himself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 et seq.) (the "Act") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

ARTICLE I
NAME

The name of the corporation shall be Long Farm Residential Owner's Association, Inc.

ARTICLE II
DEFINITIONS

As used in these Articles of incorporation, hereinafter referred to as the "Articles", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "Association" means the non-profit corporation created by these Articles.
- B. "Long Farm" means the planned unit development established by the Declaration (defined herein) pursuant to the Planned Unit Development Ordinance of the City of Baton Rouge/Parish of East Baton Rouge, Louisiana.
- C. "Property" means the immovable property described in Exhibit "A" attached hereto and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- D. "Declarant" means Long Farm Development I, L.L.C., a Louisiana corporation, and its successors and assigns; provided, however, that no such assignment shall make any assignee the "Declarant" for purposes hereof unless such assignment is an assignment of all of Declarant's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Declarant under the Declaration from and after the date of the assignment.
- E. "Declaration" means that instrument entitled "Declaration of Covenants, Conditions and Restrictions for Long Farm", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of Lafayette Parish, Louisiana. These Articles are attached as Exhibit "E-1" to the Declaration.
- F. "Member" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- G. "Owner" means the owner(s) of record title to a Lot, as defined in the

Declaration.

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

ARTICLE III PURPOSE

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

ARTICLE IV DURATION

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

ARTICLE V POWERS

The powers of the Association shall include the following:

- A. To operate and manage the Property which is designated residential in the Declaration for the use and benefit of the Owners.
- B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.
- C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non profit corporations by the Act.
- D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
 - 1. To adopt and amend bylaws and rules and regulations;
 - 2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments for Common Expenses from Owners;
 - 3. To hire and terminate managing agents and other employees, agents and independent contractors;
 - 4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
 - 5. To make contracts and incur liabilities;
 - 6. To regulate the use, maintenance, repair, replacement and modification of Common Area;

7. To cause additional improvements to be made as a part of the Common Area;
8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
9. To grant servitudes, leases, licenses, and concessions through or over the Common Area;
10. To impose and receive any payments, fees or charges for the use, rental or operation of the Common Area;
11. To impose charges for later payment of assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;
12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid assessments;
13. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
14. To enter into management agreements for the operation and administration of Long Farm, and to manage the Property;
15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE VI MEMBERSHIP

The qualification of Members, manner of admission, and voting rights shall be as follows:

- A. The Association is organized on a non-stock basis.
- B. Class "A" Members shall consist exclusively of all Owners of residential Lots in Long Farm, and no other person or other entity shall be entitled to Class "A" membership.
- C. The Class "B" Member shall consist exclusively of the Declarant, and no other person or other entity shall be entitled to Class "B" membership.
- D. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of Lafayette Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.
- E. The interest of any Member in the Association and the shares of a Member

in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot.

F. The voting rights of the Members shall be determined in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

Name:	Address:
Russell L. Mosely	4980 Bluebonnet Blvd., Ste. A Baton Rouge, Louisiana 70809
E. Hardy Swyers	4980 Bluebonnet Blvd., Ste. A Lafayette, Louisiana 70809
Erin S. Mosely	4980 Bluebonnet Blvd., Ste. A Baton Rouge, Louisiana 70809

The term of the initial three (3) directors appointed by Declarant shall be three (3) years. Upon termination of the Class "B" Control Period, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Declarant shall resign, and the Owners, including Declarant if Declarant owns one or more Lots, shall thereupon elect successor members of the Board of Directors.

At the special meeting referred to above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows, the term of office of one-third (1/3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of one-third (1/3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one-third (1/3) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

ARTICLE VIII

OFFICERS

The Officers of the Association shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
Russell L. Mosely	President
Erin S. Mosely	Secretary
E. Hardy Swyers	Treasurer

ARTICLE IX INCORPORATOR

The name and address of the incorporator of the Association is:

Russell L. Mosely
4980 Bluebonnet Blvd., Suite A
Baton Rouge, Louisiana 70809

ARTICLE X REGISTERED OFFICE AND AGENT

The registered office of the Association shall be located at 4980 Bluebonnet Blvd., Ste. A, Baton Rouge, LA 70809. The registered agent upon whom service of process may be effected for the Association shall be Russell L. Mosely. The registered agent's address is 4980 Bluebonnet Blvd., Ste. A, Baton Rouge, LA 70809. The registered agents acknowledgement and acceptance of such designation is attached hereto.

ARTICLE XI BYLAWS

The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five (75%) percent of the Board of Directors subject to the approval of Owners representing not less than seventy-five (75%) percent of the total number of residential Lots in Long Farm.

ARTICLE XII
AMENDMENT TO ARTICLES OF INCORPORATION

A. The Articles may be amended by the vote of Owners representing not less than seventy-five (75%) of the total number of residential Lots in Long Farm present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Common Area of the Property may be made without the written approval of one hundred (100%) percent of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of Lafayette Parish, Louisiana.

ARTICLE XIII
ASSESSMENTS AND FUNDS

A. All assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the Common Expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Common Expenses of the Property, and may be handled or distributed as the Board of Discretion in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIV
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a

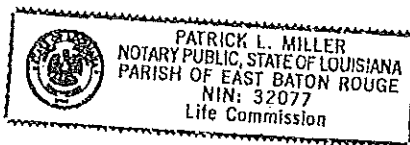


EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

TRACT A-1-B-1

A certain lot or parcel of land in Sections 50, 51 & 52, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana containing 966,587 square feet, 22.19 acres, more or less, and being more particularly described as follows:

Beginning at the intersection of the southernmost right-of-way of Jefferson Highway and the easternmost right-of-way of Baringer Foreman Road, said point being the southwestern end of the chamfer of the intersection;

Thence proceed, along said chamfer, N87°17'07"E a distance of 84.66' to a point on the southernmost right-of-way of Jefferson Highway;

Thence continue along said southernmost right-of-way of Jefferson Highway,
S48°17'55"E a
distance of 160.44';

Thence continue along said southernmost right-of-way of Jefferson Highway
S45°26'13"E a
distance of 100.12';

Thence continue along said southernmost right-of-way of Jefferson Highway
S48°17'54"E a
distance of 67.54' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway
S48°17'54"E a
distance of 182.46' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway
S50°12'28"E a
distance of 450.25' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway
S69°27'57"E a
distance of 55.39' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway
S48°17'55"E a
distance of 3.82' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway with a curve turning to

the right with an arc length of 285.15', with a radius of 2834.79', with a chord bearing of S45°25'01"E, with a chord length of 285.03' to a point;

Thence continue along said southernmost right-of-way of Jefferson Highway S42°32'07"E a distance of 150.34' to a point;

Thence proceed S47°27'53"W a distance of 219.40' to a point;

Thence proceed N42°32'46"W a distance of 65.43' to a point;

Thence proceed S44°01'40"W a distance of 276.54' to a point, the actual Point of Beginning;

Thence proceed S42°00'01"E a distance of 11.62' to a point;

Thence with a curve turning to the right with an arc length of 239.95', with a radius of 1302.00', with a chord bearing of S49°56'21"W, with a chord length of 239.61';

Thence proceed S55°04'54"W a distance of 45.80' to a point;
Thence proceed S47°45'26"W a distance of 178.30' to a point;

Thence proceed S50°33'42"E a distance of 119.98' to a point;

Thence proceed S34°31'36"W a distance of 120.71' to a point;

Thence with a curve turning to the left with an arc length of 29.62', with a radius of 1890.00', with a chord bearing of S56°04'25"E, with a chord length of 29.62';

Thence proceed S33°28'39"W a distance of 54.00' to a point;

Thence with a curve turning to the right with an arc length of 42.85', with a radius of 1944.00', with a chord bearing of N55°53'28"W, with a chord length of 42.85';

Thence with a reverse curve turning to the left with an arc length of 84.37', with a radius of 1412.00', with a chord bearing of S26°56'36"W, with a chord length of 84.35';

Thence proceed N51°17'10"W a distance of 79.37' to a point;

Thence proceed S39°05'22"W a distance of 56.45' to a point;

Thence with a curve turning to the right with an arc length of 241.90', with a radius of 77.00', with a chord bearing of N50°54'38"W, with a chord length of 154.00';

Thence proceed N39°05'22"E a distance of 15.87' to a point;

Thence proceed N50°54'38"W a distance of 65.35' to a point;

Thence with a curve turning to the left with an arc length of 72.29', with a radius of 473.00', with a chord bearing of S25°11'16"W, with a chord length of 72.22';

Thence proceed S20°48'35"W a distance of 10.68' to a point;

Thence proceed N69°11'25"W a distance of 54.00' to a point;

Thence proceed N20°48'35"E a distance of 10.68' to a point;

Thence with a curve turning to the right with an arc length of 69.42', with a radius of 527.00', with a chord bearing of N24°34'59"E, with a chord length of 69.37';

Thence with a reverse curve turning to the left with an arc length of 102.80', with a radius of 1730.00', with a chord bearing of N47°02'11"W, with a chord length of 102.79';

Thence proceed N48°44'19"W a distance of 77.00' to a point;

Thence with a curve turning to the left with an arc length of 92.75', with a radius of 605.00', with a chord bearing of N53°07'49"W, with a chord length of 92.66';

Thence with a compound curve turning to the left with an arc length of 23.32', with a radius of 104.00', with a chord bearing of N63°56'41"W, with a chord length of 23.27';

Thence proceed N70°22'02"W a distance of 140.64' to a point;

Thence proceed S20°24'18"W a distance of 10.00' to a point;

Thence proceed N70°22'02"W a distance of 55.00' to a point;

Thence proceed N20°24'18"E a distance of 156.01' to a point;

Thence proceed N70°22'02"W a distance of 49.17' to a point;

Thence proceed N68°57'20"W a distance of 100.03' to a point;

Thence proceed N19°34'41"E a distance of 1041.39' to a point;

Thence proceed S47°18'35"E a distance of 271.63' to a point;

Thence proceed S42°41'25"W a distance of 99.46' to a point;

Thence proceed S45°58'20"E a distance of 714.54' to a point;

Thence with a curve turning to the right with an arc length of 55.41', with a radius of 538.50', with a chord bearing of S43°01'29"E, with a chord length of 55.38';

Thence proceed S40°04'38"E a distance of 127.53' to a point;

Thence proceed S42°00'01"E a distance of 143.88' to a point, the actual Point of Beginning

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT

BY DESIGNATED REGISTERED AGENT

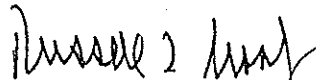
ACT 769 OF 1987

To: Secretary of State
Corporations Division
State of Louisiana

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 6th day of March, 2013, before me, the undersigned Notary Public in and for the State and Parish aforesaid, personally came and appeared Russell L. Mosely, who is to me known to be the person, and who, being duly sworn, acknowledged to me that does hereby accept appointment as the Registered Agent of Long Farm Residential Owner's Association, Inc., which is a non-profit Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2, and 3.



RUSSELL L. MOSELY

SWORN TO AND SUBSCRIBED BEFORE ME, on the day, month and year first above written.

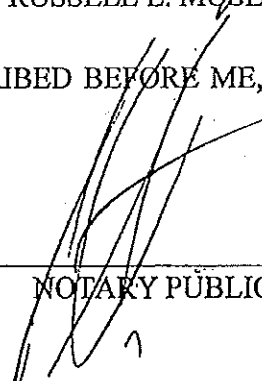
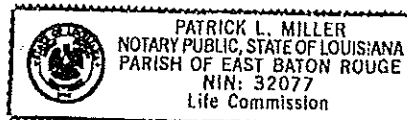

NOTARY PUBLIC

EXHIBIT "E-2"

BYLAWS OF LONG FARM RESIDENTIAL OWNERS ASSOCIATION, INC.

These are the Bylaws of the Long Farm Residential Owners Association, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Long Farm to which these Bylaws are attached as Exhibit "E-2". Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

ARTICLE I GENERAL

Section 1. Applicability. These Bylaws provide for the governance of that certain planned unit development known as Long Farm located in the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, pursuant to the requirements of the Planned Unit Development ("PUD") Ordinance of the City of Baton Rouge and the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of Lafayette Parish, Louisiana. These Bylaws shall apply only to those Owners of residential Lots in Long Farm.

Section 2. Compliance. Every Owner in Long Farm and all those entitled to occupy a portion of the Property shall comply with these Bylaws.

Section 3. Office. The office of the Association and the Board of Directors of the Association shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II OWNERS ASSOCIATION

Section 1. Composition.

(a) There shall be two (2) types of membership in the Association; Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Declarant, as defined in the Declaration, until termination of the Class "B" Control Period, as set forth in the Declaration. After termination of the Class "B" Control Period, the Association shall consist only of Class "A" Members.

(b) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting assessments and charges, arranging for the management of the Property and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and

applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Declarant shall be a Class "B" Member of the Association, Declarant shall be entitled to designate the members of the Board of Directors. Declarant shall select the members of the initial Board of Directors as listed in the Articles of Incorporation.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by residential Owners of not less than fifty (50%) percent of total number of residential Lots in Long Farm. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Articles of Incorporation of the Association, upon termination of the Class "B" Control Period, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Declarant shall resign, and the Owners, including Declarant if Declarant owns one or more Lots, shall thereupon elect successor members of the Board of Directors.

Section 5. Notice of Meetings. The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than sixty (60) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to be given upon delivery, or if the notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

Section 6. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the voting Members (Owners) holding over fifty (50%) percent of the total number of residential Lots in Long Farm shall constitute a quorum at any meeting of the Association.

If at any meeting of the Association a quorum is not present, or the withdrawal of

enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or Owners of a majority of the total number of residential Lots present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

Section 7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election of appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

Section 8. Title to Lots. Title to a Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Lots in Long Farm in its own name, but only if the unanimous consent of the Members of the Association is obtained.

Section 9. Voting. Voting at all meetings of the Association shall be exercised by the Owners, unless otherwise set forth in the Declaration. Each Owner shall be entitled to vote based on the number of Lots such Owner owns in the Property. Each Lot shall be entitled to one (1) vote. Where the ownership of a Lot is in more than one Person, the Person who shall be entitled to cast the vote of such Lot shall be the Person named in a certificate executed by all of the owners of such Lot and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot shall be the Person owning such Lot who is present. If more than one Person owning such Lot is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, the owners of more than fifty (60%) percent of the total number of residential Lots in Long Farm voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Declarant owns or holds title to one or more Lots, Declarant shall have the right

at any meeting of the Association to cast the vote of such Lot or Lots. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien and privilege against his Lot as a result of the Owner's failure to pay his assessment of the Common Expenses, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

Section 10. Amendment of Bylaws. These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five (75%) percent of the members of the Board of Directors, subject to the approval of the Owners representing not less than seventy-five (75%) percent of the total number of residential Lots in Long Farm.

Section 11. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Declarant.

The Board of Directors shall be composed of not less than three (3) persons nor more than five (5) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Declarant; provided, however, that anything in these Bylaws to the contrary notwithstanding, during the Class "B" Control Period, the Board of Directors shall be composed of at least three (3) persons designated by Declarant.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall

have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Property; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws, in addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the assessments of Owners for the Common Expenses.

(b) make assessments against Owners to defray the costs and expenses of the Property; establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of all of the Property and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Area and provide service for the Property and where appropriate, provide for the compensation of such personnel and for the purchase of equipment supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) collect the assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property,

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and Improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, alter damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners of individual Lots or otherwise provided for in these Bylaws.

(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property and the administration of the Property specifying the expenses of maintenance and repair of the Common Area and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall

be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of the Property or an Owner. The cost of such audit shall be a Common Expense.

(m) notify a Mortgagee of any default hereunder by the Owner of the Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of the Property in connection with the operation, care, upkeep, construction and maintenance of the Common Area, provided, however, that the consent of Owners representing at least seventy-five (75%) of the total number of residential Lots in Long Farm, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00). Notwithstanding the foregoing, Russell L. Mosely shall have the authority to borrow money on behalf of the Association as set forth in Subsection 10.7 of the Declaration, and this Subsection (n) shall not limit such authority of Russell L. Mosely.

(o) acquire, hold and dispose of Lots and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

Section 3. Election and Term of Office.

(a) The term of the initial directors appointed by Declarant shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of one-third (1/3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of one-third (1/3) of the members of the Board of Directors shall be fixed at two (2) years, and the term of office of one-third (1/3) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

Section 4. Removal or Resignation of Members of the Board of Directors. Except with respect to Directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" Control Period, Declarant shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Declarant.

Section 6. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 9. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and

purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting in such capacity.

Section 14. Fidelity Bonds. The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, directors, and employees of the Association who handle or are responsible for Long Farm funds. The premiums on such bonds shall constitute a Common Expense. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

Section 15. No Liability of the Board of Directors, Officers, Owners, Association.

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and

members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Association shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Association and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Area. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Common Area or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 16. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of the Property. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the pretence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

Section 17. Committees. The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors or appointed by the Declarant as elsewhere provided herein or in the Declaration. The Board of Directors or the Declarant may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act if neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the manager, in such depositories as

may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

Section 7. Vice President and Other Officers. In the event the Board of Directors or the Declarant appoints a Vice President, the Vice President shall take the place of the President and perform the Presidents duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President

Section 8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

Section 9. Compensation of Officers. No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

ARTICLE V OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Common Assessments Against Owners.

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least sixty (60) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management operation, repair and replacement of the Common Area, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy

of the budget in a reasonably itemized form which sets forth the estimated amount of the Common Expenses and any special assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's assessment for the Common Expenses of the Association.

(c) **Assessment and Payment of Common Expenses.** Subject to the provisions of Article XII of the Declaration, the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article XII of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such assessment. The Board of Directors shall have the discretion to require quarterly payments in lieu of monthly payments. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's share of the Common Expenses to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their share of the Common Expenses and shall be payable either (1) in full with payment of the next monthly assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment the Board of Directors may at any time levy a further assessment which shall be assessed against the Owners according to their respective share of the Common Expenses, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly or quarterly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly or quarterly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and

become a lien against the Owners during such period as provided In paragraph (c) of this Section.

(ii) Declarant, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an "*initial capital payment*" equivalent to twice the estimated monthly assessment for Common Expenses for such Lot. Declarant shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly or quarterly installment at the monthly or quarterly rate established for the previous fiscal year until notice of the monthly or quarterly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

Section 2. Collection of Assessments. The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 3. Statement of Common Expenses. The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

ARTICLE VII MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. **Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4. **Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

Section 5. **Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.

EXHIBIT "F"
RULES OF ARBITRATION

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("**Arbitration Notice**").
2. Each Party shall select an arbitrator ("**Party Appointed Arbitrator**"). The Party Appointed Arbitrators shall, by agreement, select one of two neutral arbitrators ("**Neutral(s)**") so that the total arbitration panel ("**Panel**") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("**Chair**").
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify any Louisiana chapter of The Community Associations Institute which shall appoint one Neutral ("**Appointed Neutral**"), notifying the Appointed Neutral and all Parties ("**Arbitrator**"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstances likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("**Bias Disclosure**"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.
5. The Arbitrator or Chair, as the case may be ("**Arbitrator**") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.
6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.
7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.
8. There shall be no stenographic record of the proceedings,
9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.
10. The Parties may offer such evidence as is relevant and material to the Claim, and shall

produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim, The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, If possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or Its attorney at the address communicated to the Arbitrator at the hearing.

APPENDIX A DEFINITIONS

"Alley": A traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential units in portions of Long Farm other than Village Center. Other functions of an Alley include trash removal and utility service. Utilities are usually placed in lanes. Pavement is generally twelve (12') feet to fourteen (14') feet wide with two-way "yield street" traffic flow at fifteen (15) miles per hour. Windows facing the lane help maintain security. Garage apartments can help provide this added security. Each Alley is shown on the Final Plat as an area shown and designated as a "20' Private Access Servitude" or a "28' Private Access Servitude".

"Alley-Loaded Lot": A Lot which is bordered on its rear or side (which is opposite a boundary of the Lot facing a Street) by an Alley.

"Amenity Site": Tract C-1 shown on the Final Plat of Long Farm Phase 1-A.

"Apartment": A Dwelling not coinciding with an individual Lot such that the Lot is shared with other apartments and/or another use category.

"Architectural Standards": Standards that define, identify and discuss the various elements within the Property and the selected Architectural Typology and styles, as set forth in Article 8 and in the Design Code.

"Architectural Typology" or "Architectural Typologies": Images and text that define major features and principle sub-types of each architectural style, described in Article 8 and in the Design Code.

"Articles of Incorporation" or "Articles": The Articles of Incorporation of an Association, as filed with the Secretary of State for the State of Louisiana, as amended from time to time, copies of which are attached hereto as Exhibit "E-1".

"Assessment Lien": The lien held by the Associations to secure the payment of their Assessments and other charges, as described in Section 12.17.

"Assessments": Assessments levied on all Lots subject to assessment under Article 12 to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 12.3, Assessments include the following charges:

a. General Assessment. The amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in Sections 12.3 and 12.4.

b. Neighborhood Assessment. An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for special services or capital improvements within a Neighborhood, as discussed in Section 12.9.

c. Individual Lot Assessment. An amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot, as provided in Section 12.12.

d. Service Area Assessment. Assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in Section 12.6.

e. Special Assessment. An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for capital improvements or emergency expenses, in accordance with the provisions of Section 12.10.

f. Specific Assessment, Assessments levied in accordance with Section 12.11.

“Association”: When referred to herein and unless the context so requires, Association shall individually mean the Residential Association as the entity who is responsible for maintaining their respective portions of the Property in Long Farm and enforcing this Declaration in accordance with the terms and provisions herein.

“Attic”: The storage area within the pitch of a roof. An attic shall not count against the story height limitations of the TND Ordinance.

“Automotive Use”: The selling, servicing, and/or repairing of motorized wheeled vehicles.

“Auxiliary Structure”: Buildings used for uses other than housing, including without limitation, greenhouses, garden structures and sheds. The architectural character of the Auxiliary Structure shall match that of the principal structure.

“BTL”: Built-to-line.

“Back Lane”: A type of Street Section within Long Farm, as described in the Design Code.

“Balustrade”: An entire railing system along the edge of a balcony, including a top rail and its balusters and, at times, a bottom rail.

“Bay”: A part of a Building that is marked-off by vertical elements.

“Bay Window”: A recessed or opening in a wall, or an extension of a Building wing.

“Bed Room”: A room in a Dwelling or Apartment. For the purpose of calculating off-street parking requirements, rooms such as studies, dens, and libraries shall be considered a Bed Room if they have an adjacent or adjoining bathroom.

“Bikeways”: Thoroughfares dedicated specifically to, or available for, bicycle use. The general network of thoroughfares, if correctly dimensioned, is generally usable by cyclists sharing lanes with motor vehicles moving slowly. Specialized accommodation is required only where the speed of traffic precludes sharing.

“Block”: The aggregate of Lots and Alleys circumscribed by public use tracks, generally Streets.

“Board of Directors” or “Board”: The body responsible for administration of an Association, selected as provided in the Bylaws of an Association and possessing all the powers as a board of directors generally possesses under Louisiana corporate law.

“Boulevard” or “Avenue”: A principal traditional thoroughfare designed to encourage pedestrian mobility and connecting within communities. Also, a type of Street Section within Long Farm, as described in the Design Code. Avenues and boulevards generally serve multiple land uses and have center medians, Street trees, sidewalks and parallel parking. Buildings are near the sidewalk to optimize pedestrian access and mobility. Auto mobility is secondary.

“Builder”: Any Person which purchases one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers or parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person’s business.

“Building”: Any Dwelling or other structure constructed on any Lot. If permitted by the Design Code and approved by the Design Review Board, a Building may be attached to another Building and share party walls.

“Building Cover”: The horizontal land area occupied by a Building at finished grade, excluding open Porches, Loggia, projections, and overhangs of less than two (2') feet.

“Building Type Guidelines”: Plats that provide a plan view of each Building type on each Lot width within each Village Zone.

“Bus Network”: A plat of the gridded, Street system that consists of the bus route within the Property, as set forth in the Design Code.

“Business”: Any of the following uses: retail, professional or commercial office, public and/or private school, conference center, wholesale business, service, such as gas stations, or small, light manufacturing not imposing noxious environmental impact (e.g. noise, smoke, odor, dust, vibration, or glare).

“Bylaws”: The Bylaws of the Association, copies of which are attached hereto as Exhibit “E-2”, respectively, as they may be amended from time to time.

“Carport”: An open air structure with a weatherproof roof to shelter an automobile, which is no more than one (1) Story in height.

“Chamfered”: A right angle corner cut symmetrically at forty-five (45) degrees.

“Civic Building Reservation”: The systematic reservation of sites for civic Buildings. Civic sites should be associated with honored locations at plazas or Squares, or at the terminations of vistas.

“Civic Uses”: Premises used by organizations considered to support the common good and therefore accorded special treatment within PUDs. Civic Uses include educational, cultural, social, service, and religious not-for-profit organizations.

“Cladding”: Exterior surface material of a Building.

“Clapboard Siding”: A siding commonly used as an exterior covering on a Building of frame construction applied horizontally and overlapped with the grain running lengthwise which is thicker along the lower edge than along the upper edge.

“Class ‘B’ Member”: Long Farm Development I, L.L.C.

“Class “B” Control Period”: The period of time during which the Class “B” Member is entitled to appoint a majority of the Board of Directors, as set forth in the Bylaws, and such other rights as described herein, more particularly described in Section 10.13, subparagraph c.

“Classical Proportions”: A series of ratios developed over the course of centuries and believed to result in pleasing proportions for Buildings and Building elements. Based on Greek and Roman principles, various systems for Classical Proportions were developed and modified through the centuries.

“Classical Orders”: The design of systems of columns and Cornices derived from Ancient Roman and Greek precedence defined by the trivials and modified by the ages by Italian, French, and English architects. This system of columns controls the dimensions of the Cornices they carry. Columns within Long Farm are based upon Claude Perrault’s ordinance of the five (5) types of columns: Tuscan, Doric, Ionic, Corinthian, and Composite.

“Coffee House”: A restaurant with no more than forty (40) seats or no more than six (6) full-time equivalent employees and which is open for business not more than fourteen (14) hours per day.

“Colonnade”: A roofed structure supported by columns.

“Commercial Street”: A Street appropriate for commercial Buildings at center and core zones. Trees are confined by individual planters, creating a sidewalk of maximum width, with areas accommodating Street furniture. Also, a type of Street Section within Long Farm, as described in the Design Code.

“Commercial Use”: A general category of Building use which includes office, retail and manufacturing uses but excludes residential, lodging, and civic uses.

“Common Area”: All immovable property within Long Farm (including, without limitation, all real rights, streets, right-of-ways and servitudes), designated for the common use and enjoyment of all Owners, which is the responsibility of an Association, and which the applicable Association owns, leases or otherwise holds possessory or use rights in for the common use and

enjoyment of the Owners. Common Area shall also include any improvements on that immovable property, all servitudes and personal property for the Owners' common use, and any other property of any type specifically designated as Common Area. The term shall include the Exclusive Common Area, as defined below. The Common Area shall not be dedicated for use by the general public, except as set forth in this Declaration.

"Common Expenses": The expenses incurred or anticipated to be incurred by the Associations for the general benefit of all Lots, including any reasonable reserves, as their Boards may find necessary and appropriate pursuant to this Declaration, the applicable Bylaws, and the applicable Articles of Incorporation.. Common Expenses shall include Service Area Expenses.

"Common Roads": The Streets and Roads located within Long Farm which are intended for automobile traffic. Common Roads are part of the Common Area. Title to servitudes in the Common Roads may be granted, transferred and sold to the Association. Common Roads may also be dedicated, partially or in their entirety, to the East Baton Rouge City/Parish, Louisiana by Developer or an Association. Unless otherwise indicated, Common Roads includes Streets and Roads.

"Community Meeting": The annual meeting of the Members as described in Section 17.3.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Property, which shall not be lower than the standards established by the Joint Committee, for all Property within Long Farm. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board of Directors, Developer, the Design Review Board, and the board of directors of the Joint Committee.

"Corinthian": The most ornate of the three (3) classical orders of architecture marked by a slender fluted column having an ornate bell-shaped capital decorated with acanthus leaves.

"Corner Lot": A Lot situated at the juncture of two (2) or more Streets.

"Cornice": An ornamental molding at the meeting of the roof and wall, usually consisting of bed molding, soffit fascia and crown molding.

"Cottage House": A relatively small single family detached house on a small Lot, usually with rear-loaded parking. Cottage houses can be grouped, facing a mews, small Common Area or Green in a court. A cottage court is often, but not always, arranged in a U-shape. Lots are separated from the Common Area only by a sidewalk, path or non-vehicular way. Parking is from rear lanes, Alleys, or in a common, rear-loaded lot.

"Courtyard": An open space surrounded by walls and Buildings.

"Curb Radius": The curved edge of the Street at an intersection measured at the inner edge of the parking lane.

“Deck”: Any wooden platform without a solid roof structure.

“Declarant”: Long Farm Development I, L.L.C., a Louisiana limited liability company, and its successors and assigns. A Person shall be deemed a successor and/or assign of Declarant only if such Person is specifically designated in a duly recorded instrument as a successor and assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in such written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

“Declaration”: This act titled Declaration of Covenants, Conditions, and Restrictions for Long Farm, together with all exhibits and attachments to same, as the same may be amended or modified from time to time pursuant to the terms of the Declaration, and any other juridical act imposing Reservations upon the Property, as the same may be amended from time to time and properly filed of record in the public records of East Baton Rouge Parish, Louisiana, and any and all Supplemental Declarations filed pursuant to Section 22.4.

“Dentil”: One of a series of small rectangular blocks forming an architectural molding or projecting beneath a Cornice.

“Design Code”: The document titled Long Farm Design Code, as the same may be amended or modified from time to time pursuant to the terms of the Declaration. The initial Design Code is by this reference incorporated herein and made a part hereof.

“Design Documents”: The Design Code, Architectural Standards, and Landscape Code as set forth in Section 8.5.

“Design Review Board”: The panel established by Section 8.4 of this Declaration. The Developer shall perform the functions of the Design Review Board until the Developer appoints the members of the Design Review Board in accordance with Section 8.4.

“Developable Land”: All of the real property described on Exhibit “A” to this Declaration, as it may be amended, whether or not the same has been subjected to this Declaration, exclusive of any wetlands, bodies of water, and property subject to conservation servitudes or similar servitudes requiring that it be maintained in its natural state.

“Developer”: Long Farm Development I, LLC., a Louisiana limited liability company, sometimes referred to herein as the Declarant.

“Development Right”: Any right of Developer as set forth in Article 5 of this Declaration.

“Doric”: The column and entablature developed by the Dorian Greeks, sturdy in proportion with a simple cushion capital.

“Dormers”: A structure projecting from a sloping roof usually housing a window or ventilating

louver.

"Drive": A special traditional thoroughfare serving pedestrian mobility, similar to a Street, with developed, urban character on one (1) side and natural area on the other side (such as a playa, wetland or wooded area). Auto mobility is secondary.

"Driveway": A vehicular access way within a private Lot connecting a Garage to a thoroughfare.

"Dwelling": Any complete Building designed or intended for use and occupancy as a residence by a Single Family Unit.

"Eaves": The lowest overhanging part of a sloping roof.

"Edge House": A large single family detached house designed for an edge or Boulevard condition, often with front loaded parking. As with the Neighborhood House, the Garage, attached or detached, is set well back from the front façade.

"Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Lots, as more particularly described in Article 14.

"Fascia": The wall of a Building parallel to and corresponding to a Frontage Line.

"Footprint": The total area of a structure as measured at the ground level. When enclosed space is located above a Porch or cantilevered out from the lower floor, the Footprint of heated and cooled space shall include the enclosed space on the upper level.

"Freeze": A plain or decorated horizontal part of an entablature between the architrave and Cornice.

"Frontage Line": The Lot line which coincides with the Street track.

"Gable": The vertical triangular portion of the end of a Building having a double sloping roof from the level of the Cornice or Eaves to the ridge of the roof.

"Garage": An enclosed structure to shelter automobiles.

"Garden Structure": Pavilions, gazebos, harbors, Pergolas, and other similar structures no more than one (1) Story in height.

"Garden Wall": A seven (7') foot high closure of a side or rear yard area constructed with masonry, stucco, brick or approved wood design with appropriate caps and brick or stucco posts.

"Governing Documents": This Declaration, any applicable Supplemental Declaration, the Design Code, the Bylaws of each Association, the Articles of Incorporation of each Association,

the Use Restrictions and Rules, and the Rules and Regulations of the Associations, as they may be amended from time to time, as more particularly described in Section 2.3 of this Declaration.

"Governmental Authority": (i) The United States of America, (ii) the State of Louisiana, (iii) any other State of the United States of America, (iv) any political subdivision of any of the foregoing, (v) any agency, department, commission, board or bureau of any of the foregoing, and (vi) any parish, municipality, tribunal, instrumentality or court having jurisdiction over Long Farm or any of the uses that may be made of Lots or other portions of Long Farm.

"Green": A medium-sized public space available for unstructured recreation, circumscribed by Building facades, its landscape consisting of grassy areas and trees, naturalistically disposed and requiring only limited maintenance. Green could include any amenities that support any intended recreational use.

"Green Street": A type of Street Section within Long Farm, as described in the Design Code.

"Hipped Roof": A roof which slopes upward from all four (4) sides of a Building requiring a hip rafter at each corner.

"Home Office": Premises located within the Property used for the transaction of business or the provision of professional services employing no more than four (4) full-time employees, one (1) of whom must be the Owner of the Lot on which the Home Office is located, or the tenant of said Owner, conducted in accordance with the terms and provisions of this Declaration and the Design Code.

"Improvement"; Every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, Outbuildings, Patios, tennis courts, swimming pools, Garages, Carports, Driveways, sidewalks, walkways, fences, walls, gates, screening walls, Terraces, retaining walls, Stairs, Decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any other construction which in any way alters the exterior appearance of any Improvement; provided, however, that Improvement shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

"Ionic": The classical order of architecture designated by the Ionic Greeks, characterized by its capital with large volutes. Common features are a fasciated entablature, continuous Freeze, usually Dentils in the Cornice, elegant detailing, and less heavy than Doric.

"Joint Committee": Long Farm Joint Committee, as described in Section 10.6.

"Landowner Group": Long Farm Development I, L.L.C., Long Farm Development II, L.L.C., RKL Farm, L.L.C., Mosely Holdings, L.L.C. or Russell Mosely, individually or through any of his affiliated entities.

"Landscape Code": That portion of the Design Code designated as Landscape Regulations or Landscape Standards, to be added to the Design Code by amendment at a later date.

"Landscape Standards": Standards which describe landscape options and requirements that will be applied to the Common Area and private areas within the Property, to be added to the Design Code by amendment at a later date.

"Large Street": A type of Street Section within Long Farm, as described in the Design Code.

"Leasing": The regular, exclusive occupancy of a Lot, or garage apartment, by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service gratuity, or emolument.

"Light": An aperture through which daylight is admitted into the interior of a Building, such as a pane of glass, a window, or compartment of a window.

"Live Work Unit": A rear yard, fully mixed-use Building type with one (1) Dwelling above or behind a commercial space.

"Lodging Limited": Premises of no more than eight (8) rooms for short term letting and providing food services before noon (12:00, or twelve o'clock, P.M.) only.

"Lodging Use": Buildings providing food services and rooms for short term letting.

"Loggia": A roofed but open Gallery or arcade along the front or side of a Building often at an upper level.

"Long Farm": All property which is now or hereafter made subject to this Declaration or any Supplemental Declaration.

"Long Farm Development I, L.L.C.": Long Farm Development I, L.L.C., a Louisiana limited liability company, or any successor, successor-in-title or assign who is assigned any of the rights, duties, responsibilities and obligations of Long Farm Development I, L.L.C., as Declarant of this Declaration and Developer of Long Farm, pursuant to a recorded instrument executed by the immediately preceding successor, successor-in-title, or assign to those rights, duties, responsibilities and obligations, but only to the extent of such assignment.

"Lot": The smallest parcel of land which is separately platted and may be separately conveyed containing a use, held privately. Lots are designated as numbered, separately identifiable parcels on the Final Plat or a subsequently recorded plat of additional immovable property which will be annexed to, and included and otherwise incorporated within, Long Farm by Supplemental Declaration pursuant to Article 4. Developer may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot. Special Use Parcels shall be considered Lots.

"Lot Line": The boundaries that legally and geometrically demarcate the edges of Lots held in

private ownership and intended primarily for the construction of Buildings.

“Lot Width”: The dimension of the Frontage Line (the Lot boundary that coincides with the principal fronting thoroughfare).

“Main Body”: The largest part of the front Fascia. It includes the front door of the house.

“Main Street”: A type of Street Section within Long Farm, as described in the Design Code.

“Mansion Apartment Building”: A small-scale, two- (2) or three- (3) Story Apartment Building, often with a street façade resembling a large detached house.

“Master Plan”: The land use plan for the development of Long Farm community as a Planned Unit Development under the PUD Ordinance, which plan includes the Property described on Exhibit “A” and any other immovable property which Developer may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Developer to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit “A” from the Master Plan bar its later annexation in accordance with Article 4.

“Meeting Hall”: A Building equipped by design for public assembly.

“Member”: A Person entitled to membership in an Association, as provided in Section 10.12. A Member shall also mean an Owner.

“Mortgage”: A mortgage, security agreement, financing agreement, assignment, deed of trust, deed to secure debt, or any other form of security instrument affecting title to a Lot.

“Mortgagee”: An (i) institutional or governmental holder of a Mortgage which makes, holds, insures or guarantees Mortgage loans in the ordinary course of its business, (ii) any Person which holds a mortgage encumbering a Lot as collateral security for the performance of an obligation, or (iii) any Person which otherwise holds a lien or encumbrance burdening or otherwise encumbering a Lot.

“Multi-family Residential”: Any Dwelling structure consisting of more than one (1) Dwelling unit.

“Muntin”: A secondary framing member to hold panes within a window, window wall, or glazed door.

“Narrow Street”: A type of Street Section within Long Farm, as described in the Design Code.

“Natural Area”: Waterways, wetlands, and nature preserves to be preserved and perpetuated.

“Neighborhood”: A portion or portions of the Property within a Village.

"Neighborhood House": A two- (2) story single family detached house relatively close to the Street with attached, detached, or open parking, whether rear-loaded or not, set well back from the façade.

"Neighborhood Proper": The built-up area of a PUD including Blocks, Streets, Squares, and Parks.

"Ogee Gutters": A double curve formed by a union of a convex and concave line resembling an S-shape.

"One Way Street": A type of Street Section within Long Farm, as described in the Design Code.

"Open Space": Area free of Buildings that, together with a well designed system of thoroughfares, provides a public realm at all scales of urbanism, from the region to the Block.

"Open Space Network": A plat that delineates the Common Area within the Property and identifies planned amenities.

"Option Property": The property owned by Landowner Group described on Exhibit "A".

"Out Building or Outbuilding": A separate Building additional to the principal Building, adjacent with the rear Lot Line of a maximum of two (2) Stories, and having a maximum Building footprint of 800 square feet.

"Out Looker": A member which projects and supports that part of the roof construction beyond the face of a Gable.

"Overhead Connector": A walk, Deck, or similar structure that connects a Dwelling with an Outbuilding or Garden Structure at any level other than the first floor.

"Owner": One (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Person (i) holding an interest merely as security for the performance of an obligation, or (ii) holding a mortgage, lien or other encumbrance burdening or encumbering any Lot. An Owner shall also mean a Member.

"Park": An outdoor public tract naturalistically landscaped, with minimal paving. Parks may contain wetlands and could include any amenities that support any intended recreational use.

"Park Drive (One Way)": A type of Street Section within Long Farm, as described in the Design Code.

"Park Drive (Two Way)": A type of Street Section within Long Farm, as described in the Design Code.

"Patio": A hard-surfaced area without a solid roof structure.

"Pedestrian Walkways": A plat which depicts Pedestrian Walkways, as set forth in the Design Code.

"Pediment": A wide, low pitched Gable surrounding the Fascia of a Grecian-styled Building.

"Pergola": An open aired Garden Structure with a trellis roof.

"Person": Any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision thereof, or any other form of entity.

"Phasing Plan": A plan that indicates the planned development sequence of the Property.

"Porch, Gallery, or Veranda": A covered outdoor area attached to a Dwelling.

"Portal": A large and imposing doorway entrance or gate.

"Portico": A walkway or Porch with a roof supported by columns, often at the entrance of a Building.

"Preserve": A designation applied to areas intended never to be urbanized.

"Primary Residence": The primary Dwelling structure on a Lot.

"Privacy Fence": See Garden Wall.

"Private": That which is neither public nor civic.

"Private Amenities": Certain real property and any Improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, which are privately owned and operated by Persons other than an Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise.

"Property": The real property described in Exhibit "B", together with such additional property as is subjected to this Declaration in accordance with Article 4.

"PUD Ordinance": The Planned Unit Development Ordinance of the East Baton Rouge City/Parish, Louisiana.

"Reservations" shall have the meaning set forth in Section 2.2.

"Reserve": A designation applied to areas intended for temporary preservation until release for urbanization. A release is the process of redesignating reserved land for urbanization according to established criteria.

“Residential Association”: Long Farm Residential Owner's Association, Inc., a Louisiana not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Long Farm designated as residential on the Final Plat and enforcing this Declaration in accordance with the terms and provisions herein, as more fully described in Article 10 herein.

“Road”: A type of Street Section within Long Farm, as described in the Design Code.

“Rules and Regulations”: The Rules and Regulations of an Association, as promulgated by its Board of Directors and as the same may be amended or modified from time to time, as more particularly described in its Bylaws.

“Service Area”: Two (2) or more Lots to which an Exclusive Common Area is assigned, as described in Article 14, or which receive benefits or services from the applicable Association which are not provided to all Lots. A Lot may be part of more than one (1) Service Area, and Service Areas may overlap.

“Service Area Committee”: A committee established in accordance with the applicable Bylaws to act as a liaison between the applicable Board and the Owners of Lots within a particular Service Area.

“Service Area Expenses”: The actual or estimated expenses incurred or anticipated to be incurred by the applicable Association for the benefit of the Owners and occupants of Lots within a particular Service Area. Common Expenses shall include Service Area Expenses.

“Setback”: The placement of a Building or other structure from the property line of a Lot to the exterior of a wall. Roofs are permitted to overhang the Setback requirement by twenty-four (24”) inches at all Setbacks including a zero (0) Lot Line. Setback requirements for Building types are set forth in Article 7 of this Declaration.

“Shared Parking”: Where day, night, or weekday/holiday schedules allow for the use of parking spaces by more than one (1) user such as with meeting halls, religious Buildings, and Dwelling retail combinations.

“Side-Yard Setback”: The minimum distance from the side property line of a Lot adjacent to another Lot or public right-of-way to any part of the Dwelling or ancillary structure on the Lot.

“Single Family Dwelling”: A Dwelling consisting of one (1) Dwelling unit.

“Single Family Unit”: One (1) or more persons related by blood, adoption or marriage, or not more than two (2) unrelated persons, living together as a single housekeeping unit.

“Special Use Parcel”: A Lot of unconventional size, shape, location or use which calls for special design considerations.

“Square”: An outdoor public tract spaciouly defined by its surrounding Buildings as a room

that is defined by its walls, and adjacent to Streets on at least two (2) sides. Squares shall be partially paved and surrounded by shop front use or row house use Lots on at least sixty (60%) percent of its perimeter. One-third (1/3) of the sixty (60%) percent may be substituted by a natural spacial border such as a water front for at least one (1) side. Commercial uses shall be permitted on all of the surrounding Lots.

“Stairs” are for the purpose of accessing floors or levels beyond the first floor.

“Stoops” or **“Steps”** are for the purpose of accessing the first floor or level.

“Story”: A habitat level within a Building from finished floor to finished ceiling.

“Street”: A general, traditional thoroughfare serving pedestrian mobility, with two (2) or four (4) travel lanes and parking generally on one (1) or two (2) sides. Motor vehicle mobility is vital, but subordinate to pedestrian mobility. In low volume areas requiring very distinct speed control, yield Streets are specified where two (2) opposing vehicles meeting would require one to slow and pull aside. Green Streets have added separation via wider planting strips.

“Street Edge”: A masking structure stretching along the Frontage Line or coplanar with the facade, designed to remedy a gap of spatial definition or to mask parking. A Street Edge shall consist of one (1) or a combination of the following: a solid masonry wall matching the finish of the principal structure; a fence not less than fifty (50%) percent opaque; or a dense hedge.

“Street Lamps”: A light equipped with an incandescent or metal halide light source.

“Street Sections”: Plats which depict various Street types, as set forth in the Design Code, including but not limited to Avenue, Boulevard, Main Street, Large Street, Road, Narrow Street, Park Drive (two-way), Park Drive (one-way), Green Street, Back Lane, One Way Street (diagonal parking), and Commercial Street.

“Street Vista”: The view framed by Buildings at the termination of the axis of a Street.

“Street Wall”: A masonry or wood wall no less than seventy-five (75%) percent opaque built along the Frontage Line and between seven (7') and fourteen (14') feet in height. Any opening must be gated. The percent opaqueness shall be calculated including all openings.

“Supplemental Declaration”: An amendment or supplement to this Declaration filed in the public records of East Baton Rouge Parish, Louisiana, by Developer or an Association, for such purposes as this Declaration may provide.

“Synopsis”: The Synopsis contained within the Design Code, together with all amendments and supplements to said Synopsis as may be hereafter adopted.

“Terrace”: An upper level outdoor living area without a solid roof.

“Thoroughfare Standards”: A set of plats which assemble and depict vehicular and pedestrian

travel ways, as set forth in the Design Code, and which consist of the Vehicular Network, Bus Network, Street Sections, and Pedestrian Walkways.

“Three-story Dwelling”: A Dwelling consisting of three (3) floors including parking below whose height exceeds twenty-two (22') feet.

“Tower”: A small room, Porch, or Deck which protrudes from the maximum height allowed for a residence.

“Townhouse”: A residential Dwelling attached to a similar Dwelling.

“Tract”: A separately platted portion of land containing a use held in common.

“Transom”: A small hinged window above another window or door, or the horizontal cross piece to which such a window is hinged.

“Tree (Shade)”: A deciduous tree of wide canopy resistant to root pressure of proven viability in the region with no less than a four (4") inch caliper and an eight (8') foot vertical clear trunk at the time of planting.

“Tree (Street)”: A deciduous tree resistant to root pressure of proven viability in the region with no less than a two (2") inch caliper clear trunk at the time of planting.

“Two-story Dwelling”: A structure whose height exceeds twelve (12') feet above the first floor.

“Urban Regulating Standards”: The standards consisting of the Master Plan and the Final Plat, as amended and/or supplemented from time to time, that defines the various zones within the Property and directly relates to and bears influence on the Urban Regulations and Frontage Standards, Building Type Guidelines, Phasing Plan, and Open Space Network, as set forth in the Design Code. These standards are also set forth in Article 7 of this Declaration.

“Urban Regulations and Frontage Standards”: Text and diagrams which regulate private Buildings which affect the public realm, as set forth in the Design Code.

“Use Restrictions and Rules”: The initial use restrictions and rules of the Associations adopted by the Boards of Directors of the Associations set forth in Article 6 of this Declaration, as they may be supplemented, modified, amended and repealed in accordance with this Declaration.

“Utility Alcove”: A utility niche located on Lots intended for use by public utilities.

“Utility Easements”: Those portions of Long Farm depicted or labeled on the Final Plat, or on any plat submitted as part of any Supplemental Declaration, as “utility easement”, “utility servitude” or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system.

“Vehicular Network”: A plat of the gridded, Street system which consists of all Streets and rear

lanes within the Property, as set forth in the Design Code.

"Village": Any of several areas, comprised of one (1) or more Neighborhoods, into which the Property is divided for the purpose of electing directors to the applicable Board of Directors, as more particularly described in Article 17 or, if the context so indicates, the group of Owners whose Lots comprise such Village.

"Village Center": The dense multifunctional social condenser of a Neighborhood. It is usually at a central location, within walking distance of the surrounding, primarily residential areas.

"Village Edge": The least dense, most purely residential sector of the Neighborhood. The size varies in proportion depending on whether the model is more rural (village-like) or more urban (town-like).

"Village General": The sector that is mixed in function, but principally residential. It has a generalized character, and is usually the largest area of the Neighborhood.

"Village House": A one-and-a-half- (1½) or two- (2) Story single family detached house on a small Lot, often with rear-loaded parking. Parking must be rear-loaded on Lots narrower than fifty (50') feet.

"Village Zones": Village Center, Village General, and Village Edge, as set forth in the Design Code.

"Voting Member": The representative selected by the Members within each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the applicable Bylaws). The term "Voting Member" shall include alternate Voting Members acting in the absence of the Voting Member and any Owners authorized to personally cast the votes for their respective Lots pursuant to Article 10.

"Work": Any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing Improvements.

Additional Definitions. Additional definitions for some terms used in the Design Code are included as part of the Design Code. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration, when used in the Design Code, shall have the meanings specified for those words and phrases, whether or not such words or phrases are capitalized when used in the Design Code.

General. All terms used in this Declaration and/or in the Design Code, to the extent not defined in this Declaration, shall, if those are terms used in the architectural profession and/or the construction industry, have those meanings generally described to those terms within the architectural profession. The fact that a word or phrase is defined in this Declaration does not mean that such word or phrase has been used, or was intended to be used, in this Declaration or in the Design Code; definitions may have been included in anticipation of the future use of such

words or phrases in amendments to this Declaration, the Design Code, the Landscape Code, and/or the use of such words or phrases in Supplemental Declarations.