

**Master Declaration of Covenants,
Conditions and Restrictions
for Pointe Marie**

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**Master Declaration of Covenants, Conditions and Restrictions
for Pointe Marie**

BE IT KNOWN that on this 23rd day of August, 2017, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Pointe-Marie Community Development LLC, a Louisiana limited liability company, represented herein by its Manager, whose principal mailing address is 14200 River Road, Baton Rouge, Louisiana 70820, and whose federal taxpayer identification number is XX-XXX9591 (herein referred to as **"Declarant"**);

who did depose and say that:

Recitals

- A. Declarant is the owner of the real property identified as PM Tract, consisting of 119.563 acres, as more particularly described in Exhibit "A" attached hereto (the **"Property"**);
- B. The Property is made a part of this Master Declaration of Covenants, Conditions and Restrictions for Pointe Marie (as may be amended from time to time, this **"Declaration"**); it is intended that the property described on Exhibit "A" be subject to this Declaration;
- C. The Property comprises a planned unit development PUD 1-11 Revised, Ordinance #15324) which affects the Property and was adopted on March 6, 2011, as amended on June 18, 2014, by the Metropolitan Council for the City of Baton Rouge/Parish of East Baton Rouge, and the Pointe-Marie Final Development Plan (Phase 1) Revision approved by Planning Commission on December 18, 2015, Pointe-Marie Concept Plan Revision 2 and Final Development Plan (Phase I) Revision approved by Planning Commission on January 11, 2016, as amended on June 28, 2017, and the Final Development Plan and Preliminary Plat approved on June 30, 2017 (including the concept and development plans approved by the City of Baton Rouge/Parish of East Baton Rouge, as amended from time to time).
- D. It is intended that the Property will be developed into mixed use commercial, arts, retail, resort, motor coach, office and residential space, as part of the community in Pointe Marie.
- E. Declarant believes that the establishment of a consistent and integrated mixed use development plan affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- F. Declarant intends that the covenants, conditions, restrictions, easements, reservations,

rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 General

1.1 Purpose. The Property shall have a mixed use development plan pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values of the Property and the amenities in the Property, insure the best use and most appropriate development and improvement of the Property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of the Property, secure and maintain consistent architectural appearance from streets, provide for adequate rights of way on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments of the Owners of the Property.

1.2 Declaration Running with Land. The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property (and any resubdivision thereof); (b) the Declarant and its successors and assigns; (c) the Association and any Sub-Associations; and (d) all Owners and Persons having or hereafter acquiring any right, title or interest in the Property and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775, et seq.

1.3 Development of Property. The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

Article 2 Definitions

Any terms not defined herein shall have the meanings set forth in the PUD and in the Design Code, which are incorporated herein by reference. To the extent any terms are not defined herein, are not defined in the PUD or in the Design Code, but are defined in the Unified Development Code of East Baton Rouge Parish, Louisiana, the terms shall have the meaning as defined in the Unified Development Code of East Baton Rouge Parish, Louisiana on June 18, 2014. To the extent that the Unified Development Code of East Baton Rouge Parish, Louisiana

is amended after June 18, 2014, such amendment shall not change the meaning of the defined terms.

2.1 Accessory Building. "Accessory Building" shall have the meaning as defined in the Design Code.

2.2 Apartment Building. "Apartment Building" shall have the meaning as defined in the Design Code.

2.3 Apartment House. "Apartment House" shall have the meaning as defined in the Design Code.

2.4 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the date on which Declarant no longer holds title to any of the Lots, tracts or other areas comprising the Property.

2.5 Arcade. "Arcade" shall have the meaning as defined in the Design Code

2.6 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time and referred to in this Declaration.

2.7 Assessment. "Assessment" shall collectively mean Common Assessments, Phase Assessments, Special Assessments, Reimbursement Assessments, or any other assessments levied hereunder.

2.8 Assessment Period. "Assessment Period" shall mean the period selected by the Board of Directors for the levying, determining and assessing of the Common Assessments under this Declaration.

2.9 Association. "Association" shall refer to Pointe Marie Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns, as referred to in this Declaration.

2.10 Association Functions. "Association Functions" shall mean all functions of, for and on behalf of the Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Association; (b) maintaining the Common Areas; (c) assessing and collecting Assessments; (d) incurring reasonable attorneys' fees, Managers' fees and accountants' fees; (e) obtaining casualty insurance, liability insurance and other insurance for the Association; (f) obtaining errors and omissions insurance for officers, directors and agents of the Association; (g) obtaining fidelity bonds for any person handling funds of the Association; (h) paying real estate, personal property or other taxes levied against the Common Areas (if applicable); (i) incurring filing fees, recording costs and bookkeeping fees; (j) obtaining and maintaining offices and office furniture and equipment; (k) performing such other reasonable and ordinary administrative tasks associated with operating the Association; (l) supervising and overseeing any Sub-Associations;

(m) assisting the Institute with functions, operations and marketing; (n) coordinating with the Design Review Board to review and approve construction and design plans; (o) enforcing restrictions and the terms of this Declaration; (p) overseeing Sub-Associations; and (q) ensuring that the Common Areas are operated in a manner that promotes use by Owners, customers, tenants, patrons, guests, friends, employees and the Institute for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable.

2.11 Balcony. “Balcony” shall have the meaning as defined in the Design Code.

2.12 Board of Directors. “Board of Directors” or “Board” shall interchangeably mean the Board of Directors of the Association.

2.13 Budget. “Budget” shall mean a written itemized estimate of the expenses to be incurred in performing functions under this Declaration and prepared pursuant to Section 8.4. The Budget may include itemized estimates and allocations to Sub-Associations as applied to certain Phases of the Property.

2.14 By-Laws. “By-Laws” shall mean the By-Laws of the Association, adopted by the Board of Directors, as amended from time to time.

2.15 Commercial Mixed-Use Building. “Commercial Mixed-Use Building” shall have the meaning as defined in the Design Code.

2.16 Common Area Assessments. Common Area Assessments are Common Assessments for maintenance of Common Areas as set forth in Section 8.3 and allocated to Lots and/or Phases at the discretion of the Association.

2.17 Common Areas. “Common Area” or “Common Areas” shall mean that portion of the Property which are designated as common areas by Declarant, which may include, but shall not be limited to, parks, squares, pools, gardens, fountains, churches, meeting halls, trails, paths, green space, streets, right of ways, alleys or common areas reflected as common areas on a Final Plat. “Common Area” or “Common Areas” also includes any Improvements on that immovable property and all servitudes designated as common areas by Declarant. The Declarant hereby grants a non-exclusive license to use and obligation to maintain the Common Areas in favor of the Association, Owners, tenants, employees and the Institute for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable (subject to Rules and Regulations, servitudes and vested rights established by Declarant and the right to implement reasonable charges for the use of Common Areas, facilities and services by users other than the Institute). The Declarant shall have the right to transfer, donate or sell fee title (or a servitude) in the Common Areas to the Association or to the Institute at any time and the Association or Institute (as applicable) shall accept fee title (or a servitude) in the same (subject to Rules and Regulations, servitudes and vested rights established by Declarant). Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time. The Final Plat shall be controlling and will govern in the event of any such modification. The Declarant reserves the right to dedicate Common Areas to the public or to grant servitudes for public use, future Phases

or other future developments. Designation as common area on a Final Plat shall not be deemed an implied dedication to Owners, the Association, the Institute, the public or any other Person.

2.18 Common Assessment. “Common Assessment” shall mean the assessments made for the purpose of covering the periodic costs of repair, replacement, improvements, use and maintenance of the Common Areas for the use, enjoyment, or benefit of Property or the users of the Property, including but not limited to expenses incurred in connection with any Association Functions and expenses of management, enforcement, plan/ design review, and administering the Association, which expenses are to be paid by the Association for the purposes provided herein and charged to the Owners or Members as provided herein. Common Assessments include Common Area Assessments and Phase Assessments.

2.19 Courtyard House. “Courtyard House” shall have the meaning as defined in the Design Code.

2.20 Declarant. “Declarant” shall mean Pointe-Marie Community Development LLC, its successors and assigns. A person shall be deemed a “successor and assign” of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration.

2.21 Declaration. “Declaration” shall mean this Master Declaration of Covenants, Conditions and Restrictions for Pointe Marie, as amended and/or supplemented from time to time.

2.22 Design Code. “Design Code” shall collectively mean the Design Code for Pointe Marie attached hereto as Exhibit B, together with all amendments and modifications to the same adopted hereafter pursuant to the terms hereof, and all additional design codes implemented or supplemented for each Phase (if applicable). Nothing herein shall prohibit the Design Review Board from amending, modifying, supplementing, altering or otherwise changing any provisions of the Design Code from time to time; provided, however, that any such amendments, modifications, supplements, alterations or changes shall not require an Owner to alter Improvements previously approved and built in accordance with the version of the Design Code in effect at the time of approval of the Improvements by the Design Review Board.

2.23 Design Review Board. “Design Review Board” shall mean Pointe Marie Design Review Board as elected pursuant to this Declaration.

2.24 Esplanade Villa. “Esplanade Villa” shall have the meaning as defined in the Design Code.

2.25 Final Plat. “Final Plat” shall mean a recorded final plat or final development plan (including any resubdivision surveys included in a condominium regime) affecting the Property or any portion or resubdivision thereof.

2.26 First Mortgage and First Mortgagee. “First Mortgage” shall mean the unreleased Mortgage of Record encumbering a Lot which has the first lien priority over all other

unreleased Mortgages of Record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.27 Frontage or Frontage Line. "Frontage" or "Frontage Line" shall mean the dimension of the Lot facing the thoroughfare that is designed for the most traffic; may be vehicular passage or pedestrian passage.

2.28 Ground Floor. "Ground Floor" shall mean the floor of a building at ground level

2.29 Height. "Height" shall have the meaning as defined in the Design Code.

2.30 Improvements. "Improvements" shall mean all buildings, improvements, fixtures, offices, warehouses, stores, canopies, outbuildings, courts, arcades, or other structures and any appurtenances thereto of every type or kind built on the Property. Improvements shall include, without limitation, walls, fire walls, patios, patio covers, awnings, decorations, exterior surfaces, additions, walkways, sprinkler systems, utility connections, pools, fountains, mailboxes, garages, carports, roofs, chimneys, sidewalks, driveways, parking areas, roadways, lanes of travel and related drives, ramps, loading docks, delivery areas, service corridors, bus stops, taxi stands, lighting, signs, seating areas, fences, gates, screening walls, terraces, retaining walls, stairs, decks, fixtures, landscaping, satellite dishes, hedges, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment, solar panels, and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and the painting or redecorating of such.

2.31 Institute. "Institute" shall mean the Pointe Marie Institute, Inc., its successors and assigns. The Institute shall underwrite, encourage and organize cultural, educational, artistic, festive, promotional, charitable and other events within Pointe Marie.

2.32 Landscape Code. "Landscape Code" shall collectively mean the Landscape Code for Pointe Marie attached hereto as Exhibit C, together with all amendments and modifications to the same adopted thereafter pursuant to the terms thereof, and all additional landscape codes implemented or supplemented for each Phase (if applicable). Nothing herein shall prohibit the Design Review Board from amending, modifying, supplementing, altering or otherwise changing any provisions of the Landscape Code from time to time; provided, however, that any such amendments, modifications, supplements, alterations or changes shall not require an Owner to alter landscaping previously approved and installed in accordance with the version of the Landscape Code in effect at the time of approval of the landscaping by the Design Review Board.

2.33 Live-Work Unit. "Live-Work Unit" shall have the definition as defined in the Design Code.

2.34 Lot. "Lot" shall mean any portion of land within the Property upon which Improvements may be constructed and which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a separate lot, condominium unit or parcel on a Final Plat.

2.35 Manager. “Manager” shall mean any one (1) or more persons or management companies employed by the Association to perform any of the duties, powers or functions of the Association. The Manager shall be reasonably compensated to perform these duties, powers and functions.

2.36 Mean Roof Height. “Mean Roof Height” shall have the meaning as defined in the Design Code.

2.37 Member. “Member” shall mean the person, or if more than one (1), all persons collectively, who constitute the Owner of a Lot. There shall only be one (1) Member per Lot but the Declarant shall have the right to (i) allocate classes of Members based on the use of each Lot; and (ii) allocate Voting Power based on different allocated classes of Members. If a Member is an entity, such entity shall provide the Association with written notice of one (1) individual designated to represent and vote for such entity in its capacity as a Member.

2.38 Mortgage. “Mortgage” shall mean any unreleased mortgage or other similar instrument of Record, given voluntarily by an Owner, encumbering the Owner’s Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. “Mortgage” shall not include a judgment lien, mechanic’s lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.39 Mortgagee. “Mortgagee” shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.40 Outbuilding. “Outbuilding” shall have the meaning as defined in the Design Code

2.41 Owner. “Owner” shall collectively mean a Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot in the Property.

2.42 Parking. “Parking” shall mean an open area intended for the parking of automobiles and/or motor coach.

2.43 Person. “Person” shall mean a natural person, a corporation, a partnership or any other entity.

2.44 Phase. “Phase” shall mean a certain phase, filing, regime or resubdivision of the Property into individual Lot or several Lots and typically used for either similar uses or any overall development scheme (such as residential neighborhoods, multi-family developments, retail establishments, commercial developments, condominium regimes, office developments, resort developments, motor coach developments, and mixed use developments). The Declarant intends to establish Phases through Final Plats and Supplemental Declarations.

2.45 Phase Assessments. “Phase Assessments” shall mean Common Assessments for maintenance of Common Areas as set forth in Section 8.3 and allocated to Phases at the discretion of the Association.

2.46 Porch. “Porch” shall have the meaning as defined in the Design Code.

2.47 Promenade House. “Promenade House” shall have the meaning as defined in the Design Code.

2.48 Property. “Property” shall mean the property as described in Exhibit “A”, as amended and resubdivided from time to time.

2.49 PUD. “PUD” shall mean the planned unit development (PUD 1-11 Revised, Ordinance #15324) which affects the Property and was adopted on March 6, 2011, as amended on June 18, 2014, by the Metropolitan Council for the City of Baton Rouge/Parish of East Baton Rouge, and the Pointe-Marie Final Development Plan (Phase 1) Revision approved by Planning Commission on December 18, 2015, Pointe-Marie Concept Plan Revision 2 and Final Development Plan (Phase I) Revision approved by Planning Commission on January 11, 2016, as amended on June 28, 2017, and the Final Development Plan and Preliminary Plat approved on June 30, 2017 (including the concept and development plans approved by the City of Baton Rouge/Parish of East Baton Rouge, as amended from time to time).

2.50 Record, Recorded or Recordation. “Record” or “Recorded” or “Recordation” shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of East Baton Rouge Parish, Louisiana.

2.51 Reimbursement Assessment. “Reimbursement Assessments” shall mean a charge against an Owner or Member as set forth in Section 8.11.

2.52 Rules and Regulations. “Rules and Regulations” shall mean the rules and regulations adopted by the Declarant and/or the Association from time to time pursuant to this Declaration.

2.53 Special Assessment. “Special Assessment” shall mean a charge against an Owner and such Owner’s Lot representing a portion of the costs to the Association, pursuant to the provisions of Section 8.10 hereof.

2.54 Sub-Association. “Sub-Association” shall mean any non-profit entities that are established by Declarant in order to act as property owners’ associations for a Phase or portion of the Property (including condominium associations and townhome associations). Sub-Associations shall be subject to the authority of the Association and terms of this Declaration.

2.55 Supplemental Declaration. “Supplemental Declaration” shall mean any declaration that is established by the Declarant, Association or a Sub-Association and implements additional declarations, covenants, conditions, restrictions, regimes and/or servitudes on all or any portions of the Property.

2.56 Voting Power. "Voting Power" shall mean the number of total votes in the Association to which a Member is entitled hereunder. The Declarant shall have the right to (i) allocate classes of Members based on the use of each Lot; and (ii) allocate voting rights and Voting Power based on different allocated classes of Members.

2.57 Yard. "Yard" shall have the meaning as defined in the Design Code.

2.58 Village House. "Village House" shall have the meaning as defined in the Design Code.

Article 3 Association

This Article explains how the Association is managed and appoints the members of the Board of Directors of the Association.

3.1 Association. The Association has been established to maintain and administer the Common Areas and to assist the Institute. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws. Management, membership and voting rights in the Association shall be as set out in the Articles of Incorporation, By-Laws and the Declaration. The numbers, term, election and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and/or By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

3.1.1 The Members of the Association shall be composed of the Owners of the Property but the Declarant reserves the right to have Members appoint representative(s) (through Sub-Associations or otherwise) to represent them in Association meetings, in lieu of having the individual Owners attend and vote in Association meetings. The Association is formed to carry out its duties with regard to the Property, including but not limited to, the Association Functions and to advise the Board of Directors of enforcement actions necessary to bring Improvements in compliance with the Declaration.

3.1.2 During the Appointment Period, the Board of Directors shall be composed of up to five (5) individuals. The initial members of the Board of Directors shall be appointed by the Declarant, as set forth below, and during the Appointment Period, may be removed and/or replaced at any time by Declarant. After the Appointment Period, the

Board of Directors shall be composed of up to eleven (11) individuals elected by a majority of the Voting Power of the Members of the Association; provided, however, the Board of Directors of the Association may direct one or more Sub-Associations to hold primary elections for the Director applicable to the Sub-Association's Phase and if implemented, the Owners of that Phase shall elect their respective Director of the Association based on a majority of the Voting Power of the Owners of that Phase and the Board of Directors of the Association shall then be comprised of the Directors elected by the Owners of each Phase and any outstanding seats shall be elected by a majority of the Voting Power of the Members of the Association.

3.1.3 Following the Appointment Period, the members of the Board of Directors shall serve for two (2) year staggered terms, unless removed by a majority of the Voting Power of the Members of the Association prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Board of Directors are:

- a) Rhaoul Guillaume, Sr.
14200 River Road
Baton Rouge, LA 70820
- b) Rhaoul Guillaume, Jr.
14200 River Road
Baton Rouge, LA 70820
- c) Randall Guillaume
14200 River Road
Baton Rouge, LA 70820

3.1.4 Management and Care of Common Areas. The Association is responsible for managing, operating, caring for, maintaining and repairing the Common Areas and keeping the same in a safe, attractive and desirable condition for use and enjoyment.

3.1.5 Future Use of Common Areas. During the Appointment Period, the Declarant shall have the right to (i) designate which Common Areas are open to the general public; and (ii) designate limited use of particular Common Areas by certain Owners, customers, tenants, patrons, guests, friends, employees or the Institute. Following transfer of fee title to the Association (if applicable), the Association shall continue to allow Owners, customers, tenants, patrons, guests, friends, employees and the Institute to use the Common Areas for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable and the Association shall have no right to (i) permanently close any Common Areas to use by such parties but this provision shall not be deemed to

prevent temporary barricades or closures for events held in the Common Areas; (ii) prevent the general public from utilizing the Common Areas designated by Declarant as open to the public subject to reasonable Rules and Regulations established by the Declarant and/or the Association (which may include reasonable charges as described in Section 4.16); (iii) limit the use of particular Common Areas by certain Owners, customers, tenants, patrons, guests, friends, employees or the Institute in excess of the limitations established by Declarant; or (iv) prevent the Institute from organizing events and hosting events (free of charge to the Institute) in the Common Areas.

3.2 Design Review Board. The Design Review Board will be formed to assist the Association in carrying out its duties with regard to Improvements on Lots, including but not limited to, the approval or disapproval of construction and design plans for Improvements and to advise the Board of Directors of the Association of enforcement actions necessary to bring Lots in compliance with this Declaration. In the event of a conflict between the Board of Directors and the Design Review Board, the Board of Directors will have final discretion. During the Appointment Period, the Declarant shall have the right to appoint and remove the members of the Design Review Board at any time and in its sole discretion (and the Declarant may designate the number of individuals on the Design Review Board during the Appointment Period). Following the Appointment Period, the Design Review Board is to be composed of five individuals appointed by the Board of the Association (who may also be members of the Board of Directors). Although not required, the Declarant recommends that the Board of Directors appoint members of the Design Review Board that represent multiple Phases and uses of the Property (such as residential, commercial, condominium, townhome, retail, arts, mixed use, and motor coach). The Design Review Board shall have the power to hire and discharge consultants and professionals to assist in its duties.

3.3 Membership in Association. The Members of the Association shall be composed of the Owners of the Property but the Declarant reserves the right to have Members appoint representative(s) (through Sub-Associations or otherwise) to represent them in Association meetings, in lieu of having the individual Owners attend and vote in Association meeting. The person or persons who constitute the Owner of a Lot shall automatically be the holder of the membership in the Association appurtenant to that Lot, and such membership shall automatically pass with the ownership of the Lot. Declarant shall hold a separate membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from ownership of a Lot, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise and as a Member of the Association to a Mortgagee; however, in no event shall a Mortgagee be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

3.4 Voting Power of Members. The Declarant shall have all Voting Power during the Appointment Period. Following the Appointment Period, the Voting Power by which each Member (or their representative) shall have the right to cast votes for the election of the Board of Directors of the Association and for other matters affecting the Association shall be determined

by the Declarant. Declarant shall have the right to (i) allocate classes of Members based on use of each Lot; and (ii) allocate voting rights and Voting Power based on different allocated classes of Members.

3.5 Proxy. To the extent that a Member is entitled to vote at any meeting of the Association, such Member may vote by proxy provided such proxy is in writing and signed by the Member or his duly authorized attorney-in-fact. All such proxies shall be filed with the Association prior to the commencement of the meeting and shall be retained in the records of the Association. A proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Member. Except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

3.6 Sub-Associations. This Declaration acknowledges that there will be a need in the future for creation of Sub-Associations for certain Phases in Pointe Marie. Such Sub-Associations are a subset of the Association and are therefore only responsible for the affairs of their specific development within a Phase at Pointe Marie, which may be allocated by the Association to such Sub-Association. The Association reserves the right, in its sole discretion, to (i) assess the Sub-Associations for their allocated share of Assessments, in lieu of the individual members of such Sub-Associations, as determined by the Association in its sole discretion; or (ii) allocate or delegate to such Sub-Associations all or any portions of the management, repair, maintenance and replacement obligations with respect to the Common Areas located on or primarily serving the Phase for which such Sub-Associations are created, and in such event and if directed by the Association, the Sub-Associations will undertake responsibility for assessing their members for their share of such costs and expenses incurred by the Sub-Associations in performing such obligations. All activities of such Sub-Associations must be approved by the Association and the Association reserves the right to oversee and approve any or all actions of Sub-Associations. The Association reserves the right to enforce the terms of this Declaration and all Assessments even if certain authority is allocated to a Sub-Association. Sub-Associations may be created by the Declarant or Owner of a Phase to manage, repair, reconstruct, maintain and administer Common Areas, Lots and restrictions, specifically allocated or contained within a Phase (including, without limitation common vehicle access drives, landscaping, parking, plan and design review, maintenance and insurance coverage). These Sub-Associations shall have the authority to carry out any and all lawful activities necessary and proper as established for each Sub-Association; subject, however, to the provisions of this Declaration, and to the provisions governing the Association. These Sub-Associations may assess their members for the costs and expenses incurred in managing, repairing, reconstructing or administering the Common Areas, Lots and restrictions specifically allocated or contained within the Phase(s) for which the Sub-Associations were created.

Article 4
Duties and Powers of the Association

This Article explains the authority of the Association, the extent of its powers, and the guidelines it must follow in carrying out its responsibilities.

4.1 General Duties and Powers of the Association. The Association has been formed to further the common interests of Owners, customers, tenants, patrons, guests, friends, employees and the Institute, and the cultural, educational, artistic, festive, promotional and/or charitable use of the Property through the use and enjoyment of the Common Areas. The Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to further the common interests of Owners, customers, tenants, patrons, guests, friends, employees and the Institute, to maintain, improve and enhance the cultural, educational, artistic, festive, promotional and/or charitable use of the Property, including without limitation the Common Areas. Notwithstanding the foregoing, the Association shall not assume responsibility of a Lot Owner, unless such responsibility is needed to abate a nuisance.

4.2 Acceptance of Property and Facilities Transferred by Declarant. The Association or the Institute (as applicable) shall accept fee title or other rights, such as servitude rights, to any property, including any Improvements thereon and personal property transferred to the Association or the Institute by Declarant and equipment related thereto, together with the responsibility to perform any and all Association Functions. Property interests transferred to the Association or the Institute by Declarant may include fee ownership, servitudes, leasehold interests and licenses to use. Any property or interest in property transferred to the Association or the Institute by Declarant shall be transferred to the Association or the Institute subject to Rules and Regulations established by the Declarant and the terms of this Declaration, and any easements, rights-of-way, reservations, covenants, conditions, restrictions and servitudes or other encumbrances. Nothing herein obligates the Declarant to transfer title to the Common Areas to the Association or the Institute.

4.3 Duty to Manage and Care for Property. The Association shall (and may direct a Sub-Association or others on its behalf) manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of Owners, customers, tenants, patrons, guests, friends, employees and the Institute. The Association shall have (and may direct a Sub-Association or others on its behalf) a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Common Areas.

4.4 Duty to Pay Taxes. The Association shall (and may direct a Sub-Association or others on its behalf) pay all taxes and assessments levied upon the Common Areas and all taxes and assessments payable by the Association. The Association shall have the right to contest in good faith any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment and provided that the Association shall keep and hold sufficient funds to pay and discharge such taxes and

assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes and assessments is unsuccessful.

4.5 Duty to Maintain Casualty Insurance. The Association shall (and may direct a Sub-Association or others on its behalf) obtain and keep in full force and effect at all times, to the extent reasonably obtainable, "all risk" insurance coverage with respect to all insurable Improvements and personal property located on the Common Areas (whether owned by the Declarant, Association, Institute or a Sub-Association), including coverage for vandalism and malicious mischief and, if available and if deemed appropriate by the Board of Directors, coverage for flood, earthquake and war risk. The fee owner of such property shall be named as the loss payee on such policy .

4.6 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, commercial general liability insurance covering liability for bodily injury and property damage, including, if the Association owns or operates motor vehicles, liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles. The Board of Directors shall have the authority to determine reasonable amounts of coverage in its sole discretion.

4.7 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, cover each Member without each Member necessarily being specifically named. Insurance obtained by the Association shall, to the extent reasonably possible, contain a waiver of rights of subrogation against the Association, Declarant, the Institute, each Member and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by the Association shall name Declarant and the Institute as additional insureds and shall contain a waiver of rights of subrogation as against Declarant, the Institute, and any officer, director, agent or employee of the foregoing. Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in the light of the then-current values of the Common Areas and in the light of the then-possible or potential liabilities of the Association. All risk insurance coverage may be provided under blanket policies covering the Common Areas and/or property of Declarant and Institute. In any insurance policies obtained by the Association, there may be named as an insured, on behalf of the Association, the Association's authorized representative (including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee), who shall, in such event, have exclusive authority to negotiate losses under any such insurance policies. If applicable, the Association or any such insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their First Mortgagees or Mortgagees, as their interests may appear and as elsewhere may be provided in this Declaration.

4.8 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

4.9 Duty to Prepare Budgets. The Association shall prepare Budgets for the Association as elsewhere provided in this Declaration.

4.10 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as elsewhere provided in this Declaration. The Association may require Sub-Associations to collect Assessments from Owners within or allocated to the Sub-Association's Phase.

4.11 Duty to Provide Financial Reports. The Association shall provide for annual financial reports of the accounts of the Association. Copies of the report shall be made available to any Member or Sub-Association who requests a copy of the same upon payment by such Member or Sub-Association of the reasonable cost of copying the same.

4.12 Power to Acquire Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners, including Improvements and personal property it owns. The Association may construct Improvements on property and may demolish existing Improvements it owns. If title is transferred to the Association, the Association may make capital improvements to the Common Areas located in the Property and may modify the uses of the Common Areas located in the Property it owns. Expenses for substantial capital improvements may be approved as part of the annual Budget, or may be assessed as a Special Assessment.

4.13 Power to Adopt Rules and Regulations. The Association may from time to time adopt, amend, supplement, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Areas and the use of any other property within the Property, including Lots. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment or repeal of any Rule or Regulation shall be given to each Member or Sub-Association at the address for notice to Members or Sub-Associations as elsewhere provided in this Declaration or in the By-Laws, and copies of the currently effective Rules and Regulations shall be made available to each Member or Sub-Association upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail. During the Appointment Period, the Declarant shall have the right to (i) designate which Common Areas are open to the general public; and (ii) designate limited use of particular Common Areas by certain Owners, customers, tenants, patrons, guests, friends, employees or the Institute. Notwithstanding the foregoing, the Association shall not have the right to implement Rules and Regulations that (i) limit or restrict the use of the Common Areas by third parties or particular users, that are deemed open to the public by Declarant or in excess of the limitations established by Declarant; (ii) limit the rights of the Institute to host events in the Common Areas (and at no charge to the Institute); (iii) prevent Owners of a Phase from using Common Areas in another Phase in excess of the limitations established by Declarant; or (iv) prevent the general public from utilizing the Common Areas designated by Declarant as open to the public for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable.

4.14 Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and/or on behalf of a Sub-Association (or may direct a Sub-Association to enforce on behalf of the Association). The Association reserves the right to establish reasonable fines for failure to comply with any obligations imposed on Lot owners as described herein and such fines may be assessed as an Reimbursement or Special Assessment. Without limiting the generality of the foregoing, and any other remedies of the Association, the Association shall have the power to enforce (or may direct a Sub-Association to enforce on behalf of the Association) the provisions of this Declaration and of such Rules and Regulations by any one (1) or more of the following means: (a) by entry upon any property within the Property, without liability to the Owner thereof, for the purpose of enforcement or assuring compliance with this Declaration or such Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or such Rules and Regulations, by injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or such Rules and Regulations; (d) by levying and collecting a Reimbursement Assessment against any Member for any breach by such Member of this Declaration or such Rules and Regulations; (e) by levying and collecting reasonable fines and penalties, established in advance in such Rules and Regulations, from any Member for breach by such Member of this Declaration or such Rules and Regulations; and (f) by preventing or restricting use of the Common Areas by the violating or delinquent Member.

4.15 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member, group of Members, Phase or Sub-Association. Any service or services to a Member, group of Members, Phase or Sub-Association shall be provided pursuant to an agreement in writing and shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member, group of Members, Phase or Sub-Association and that the payment of such services shall be secured by a lien on the property of the Member, group of Members, Phase or Sub-Association (if applicable).

4.16 Power to Charge for Facilities and Services. The Association shall have the power to establish reasonable charges for the use of Common Areas, facilities and services but such charges shall not apply to the Institute. The charges may include reasonable admission, use, service charges or other fees for any special or extraordinary use of property or facilities or services of the Association such as special parking privileges, conference rooms, instruction, parties, special events, recreational facilities, squares, parks, fountains, chapels, meeting areas, and other uses of Common Areas, facilities and services. Such charges or fees shall be set forth in schedules of charges and fees adopted from time to time by the Board of Directors. The charges and right of use shall be uniformly applied regardless of whether the user is an Owner or a member of the public.

4.17 Power to Grant Servitudes. During the Appointment Period, Declarant shall have the right to grant or create temporary or permanent licenses, permits, servitudes and rights-of-way for ingress, egress, construction, maintenance, repair, replacement and installation of all public and private utility, drainage, water, sewer and service systems, and other purposes and the power to impose costs and Assessments to pay for these items. Declarant may at any time make a partial assignment to any public or private utility company, or any governmental authority, of the rights or servitudes reserved by Declarant. Following the Appointment Period, the Association shall have the power to grant permits and licenses, servitudes and access, utility, drainage, water facility, sewer and other servitudes in, on, over, across or under the Property as may be reasonably necessary or useful and the power to impose costs and assessments to pay for these items. In the event a building is constructed within any such utility servitude, the Owner will make the appropriate adjustments to provide for uniform installation of utilities.

4.18 Power to Borrow Money and Mortgage Property. During the time that Declarant owns the Common Areas, Declarant shall have the right to incur indebtedness (on behalf of the Association) and encumber Common Areas as security for such indebtedness. Following approval of the Board of Directors, the Association shall have the right to assume such indebtedness at the time that fee title to the Common Areas are conveyed to the Association (if applicable). The Association shall have the power to borrow money and, with the approval of the Board of Directors of the Association, to encumber Common Areas that the Association owns as security for such borrowing.

4.19 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management or Association Functions, for which the Association has responsibility under this Declaration, to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such Manager. Notwithstanding any delegation to a Manager or Sub-Association of any duties, powers or functions of the Association, the Association and the Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

4.20 Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees, agents and consultants and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration, including design and plan review. All services shall be at commercially reasonable rates.

4.21 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, or under the Articles of Incorporation, By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, or under the Articles of Incorporation, By-Laws or Rules and Regulations.

4.22 Power to Establish Committees. The Association shall have the power to establish and delegate duties and powers to committees, as may be set out in this Declaration or in the Articles of Incorporation or By-Laws.

4.23 Common Area Regulation. The Association may make Rules and Regulations concerning driving and parking within Pointe Marie, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Areas. The Association may enforce any violation in accordance with Section 4.14. Notwithstanding the foregoing, the Association shall not install gates or permanent access barriers on any street within the Property. Although the streets within the property may remain private, such streets will be available for ingress and egress purposes by the general public.

4.24 Restrictions on Builders and Architects. The Association shall have the power to determine that any designer, builder, contractor or architect is unsuitable for design, construction or architectural work on any Property within Pointe Marie and to prohibit the designer, builder, contractor or architect from working on any project or Property. Contractors that are approved by the Association to perform work within Pointe-Marie shall be required to sign the Construction Agreement form provided by the Association.

4.25 Limitation of Liability. The Association may, in its discretion, provide security within Pointe Marie and enforce traffic control measures, but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury. Further, the Association and the Declarant shall be released and held harmless from all such liability by the Owners and any other person to whom such protection is provided.

Article 5

General Restrictions Applicable to Lots

This Article details the specific requirements and specifications applicable to Lots.

5.1 PUD Requirements. The Property was approved under PUD 1-11 Revised, Ordinance #15324 adopted on March 6, 2011, as amended on June 18, 2014, by the Metropolitan Council for the City of Baton Rouge/Parish of East Baton Rouge ("**City/Parish**") as part of a planned unit development (including the concept and development plans approved by the City/Parish, as amended from time to time) and is subject to the PUD.

5.2 Restrictions on Use. Subject to the rights of Declarant set forth elsewhere, each Lot shall only be used for those purposes and pursuant to the density requirements set forth in the PUD (as amended from time to time by Declarant). Any use inconsistent with the PUD shall require the consent of the Declarant and the Association. During the Appointment Period, no Lot Owner shall have the right to amend or modify the PUD without the consent of the Declarant, which may be withheld in the Declarant's sole discretion. Following the Appointment Period, no Lot Owner shall have the right to amend or modify the PUD without the consent of the Association, which may be withheld in the Association's sole discretion.

5.3 Prior Plan Approval. All plans for the construction, repair or physical alteration of any Improvements to or on a Lot shall comply with the Design Code, PUD, Declaration and Supplemental Declarations, and shall be submitted to the Design Review Board in advance according to the following procedures:

5.3.1 Presubmission Meeting. Prior to submission of plans to the Design Review Board, the Owner (without any contractor, architect or designer) must schedule a presubmission meeting with the Design Review Board to discuss the Lot, the approval process and the spirit of the Design Code. This is required so that the Owner has a clear understanding of Pointe-Marie, the design review process and Design Code, in order to prevent unnecessary misunderstandings, modifications and revisions to the plans.

5.3.2 Review Fee. The Design Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The initial review fee shall be in an amount to be established by the Design Review Board, by taking into consideration the duration of the construction period, complexity of the construction job, and the size of the building being constructed. The initial review fee shall be set at Five Hundred Dollars (\$500.00). For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the Design Review Board. The review fee shall be due and payable to Pointe Marie Property Owners Association, Inc. at the presubmission meeting. In the event that any submitted plans are withdrawn by the applicant or materially modified by the applicant, the Design Review Board reserves the right to charge the applicant an additional review fee.

5.3.3 Specific Plan Requirements. No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on a Lot, until (a) plans and specifications prepared by (or stamped by) an approved designer or architect licensed under the laws of Louisiana or draftsman, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, and the grading and drainage plan of the Lot and plans for landscaping of the Lot on which the Improvements are to be erected and all other requirements of the Design Code and Landscape Code shall have been submitted to and approved in writing by a majority vote of the Design Review Board and a copy thereof as finally approved lodged permanently with the Design Review Board; and (b) a complete list of all designers, builders, contractors and architects that will perform work on a Lot is submitted in writing by the Owner to the Design Review Board and is approved. The requirement that the plans be prepared (or stamped by)

by an architect licensed under the laws of the state of Louisiana may be waived by the Design Review Board in its sole discretion, provided the design of the Improvements is approved by the Design Review Board. All designers, builders, contractors and architects that will perform work on a Lot must be approved by the Association.

5.3.4 Submission of Plans. Two full sets of plans, including plot plan, drawings, landscaping and all other required documents, must be submitted for approval. One set of plans shall be retained by the Design Review Board and signed for approval and one set of plans shall be returned to the Owner. In addition to the hard copies, the full set of plans, including plot plan, drawings and all other required documents, must be submitted by email. The current email address is PMDRB@pointemarie.com. The plans shall include the specifications and scales required by the Design Code and Landscape Code. There are four separate submission requirements (sketch review, preliminary review, construction documents review and final review) that are required as more particularly described in the Design Code.

5.3.5 Scope of Review. The Design Review Board shall review the plans and construction documents to ascertain that the Improvements will thoroughly comply with the Design Code, PUD and all of the restrictions set forth in this Declaration and any Supplemental Declarations. In order to assure that location and size of Improvements will be harmonious, the Design Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any Improvement upon all Lots. The criteria for approval by the Design Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Design Review Board. Failure of the Design Review Board to review, approve or disapprove plans shall not be deemed an approval by the Design Review Board.

5.3.6 Standards for Review. The Design Review Board shall have the right to approve, approve with stipulations or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Upon approval of the Association, the Design Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within Pointe Marie. The Design Code and PUD contain the current guidelines. These guidelines shall be utilized by the Design Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such

manual of guidelines, the Design Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants; provided, however, that in order for the Design Review Board to issue a waiver of compliance with such manual, such waiver must be approved by the Declarant and the Association. An Owner shall be solely responsible for ensuring that all plans and specifications comport with proper and reasonable engineering and construction procedures, and any particular fitness for use. The Design Review Board shall not review plans and specifications for such, and any liability for same is expressly disclaimed.

5.3.7 Finality of Decision. An Owner may appeal a decision made by the Design Review Board by petitioning the Board of the Association to review the decision. The decision reached by the Board of the Association shall be in its sole discretion and shall be final, binding and nonappealable.

5.3.8 Variances. The Design Review Board, at its sole and uncontrolled discretion, has the right to approve any waivers or deviations from the Design Code, this Declaration or Supplemental Declarations that it deems appropriate. Further, written approval of the Association must be obtained by an Owner for any waiver of the City/Parish Unified Development Code the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Association must nevertheless receive Association approval. Variances shall not be approved based on existing precedents nor shall approved variances be considered precedents for future applications. The Association and/or a Sub-Association directed by the Association shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions. Any variance granted shall be considered unique and will not set precedence for future decisions.

5.3.9 Construction Deposit. Each Owner shall cause its contractor to comply with the contractor rules and regulations that are established by the Association from time to time. Prior to commencement of construction of any Improvements on any Lot, the Owner shall make (or the Owner shall cause his or her contractor to make) a construction deposit payable to the Association in an amount to be established by the Association, by taking into consideration the duration of the construction period, complexity of the construction job, and the size of the Improvements being constructed. The initial construction deposit is Two Thousand Dollars. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, Design Code, Rules and Regulations, overall community appearance and that the structure to be constructed is built according to the

approved plans. A written notice will be issued by the Design Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any street or sidewalk in Pointe Marie, "rutting" of any rights of way, servitudes or other Lots in Pointe Marie caused by construction related vehicles, the spilling of concrete on any streets or other areas of Pointe Marie and any trash or debris dispensed in Pointe Marie. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Design Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Owner will be billed (or assessed) for any additional expense. The Association shall have the right to impose and enforce a Reimbursement Assessment, which shall include the right to file a lien on the Lot to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. If no violation or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the Improvements and landscaping. Notwithstanding the foregoing, the Declarant (and its affiliates) shall not be required to pay review fees or construction deposits. The Association reserves the right to waive construction deposits for approved builders and/ or limit the total construction deposit when an approved builder has multiple Lots under construction.

5.3.10 Indemnification. Each member of the Design Review Board shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred or imposed on 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 member of the Design Review Board at the time such expenses are incurred, unless the member of the Design Review Board is adjudged guilty of willful malfeasance or willful misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Design Review Board may be entitled, but shall be in addition to such other rights.

5.3.11 Foundations and Improvements. Foundations and Improvements shall be designed by the contractor, designer or architect of each Lot. The Design Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and Design

Code and not structural design or engineering, for which the Design Review Board takes no responsibility.

5.3.12 Removal of Trees. No tree may be removed from the Property without the prior written approval of the Design Review Board. Trees that remain on the Property must be protected during construction. No heavy equipment, material storage nor added topsoil may be placed within the drip-line of the tree. Should the roots require severe pruning or cutting, a licensed arborist must be consulted and his recommendations submitted to the Design Review Board prior to start of work.

5.3.13 Right to Implement Sub-Association Review Process. The Design Review Board shall have the right to require that a Sub-Association perform initial plan review for its Phase of the Property. In such event, the Sub-Association shall implement the review process and once the Sub-Association grants preliminary approval, all information shall be submitted to the Design Review Board for final approval.

5.4 Restrictions on Improvements. All Improvements on each Lot shall comply with the Design Code and the following restrictions:

5.4.1 Design Code. All Owners have been provided with a copy of the attached Design Code, which provides details regarding materials, colors, configurations and techniques for constructing any Improvements. The details for materials, configurations and techniques will vary from Phase to Phase, but shall remain consistent within each particular Phase. All Improvements must comply with the Design Code, unless a variance is granted by the Design Review Board as provided herein.

5.4.1 Landscape Code. All Owners have been provided with a copy of the attached Landscape Code, which provides details regarding landscaping requirements on all Lots. All Lots must comply with the Landscape Code, unless a variance is granted by the Design Review Board as provided herein.

5.4.2 Elevations and Setbacks. Elevations and setback lines shall be as required by the Design Code, any Supplemental Declarations, and as shown on the Final Plat.

5.4.3 Building Height/ Density. Improvements shall not exceed the maximum number of stories, height, elevation or density as indicated in the PUD, any Supplemental Declarations, and in the Design Code.

5.4.4 Parking. All automobiles owned or used by Owners or occupants of Lots shall be parked in garages, driveways or in designated parking spaces on Lots. All parking must comply with the PUD

Circulation Plan and Design Code. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Property, including parking by employees and other service personnel. Delivery trucks and personnel shall be permitted to park in approved loading areas at certain designated times to be determined by the Association. The Association reserves the right to dictate the use of certain parking spaces on a per request basis. The Association reserves the right to grant licenses to park along streets, alleys and Common Areas. The Association reserves the right to designate parking spaces, charge for parking and enforce parking through towing, fines, Reimbursement Assessments and other mechanisms. Customers of the retail shops or offices are encouraged to park in the common parking spaces in the Property or on designated parking spaced along the street and walk to their destination; provided, however, that no vehicles may be parked on any driving surface in any manner that damages or limits the driving surface in any road or private driveway. Any unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

5.4.5 Motorized Vehicles and Bicycles. All motorized vehicles, motorcycles, motorized bikes, scooters, mopeds, golf carts and bicycles owned or used by Owners or occupants of Lots shall be parked in designated parking areas. The Association shall have the authority to promulgate Rules and Regulations to govern motorized vehicle, motorcycle, motorized bike, scooter, moped, golf cart and bicycle operation and parking in the Property. Any unauthorized or illegally parked motorized vehicle, motorcycle, motorized bike, scooter, moped, golf cart or bicycle will be towed or removed at the expense of the owner. Motorized vehicles, motorcycles, motorized bikes, scooters, mopeds, golf carts and bicycles shall be stored/ parked on Lots in garages, carports or other enclosed areas approved by the Association and must be completely screened from view from the street Frontage.

5.4.6 Fencing and Walls. Specifications for fences and walls are provided in the Design Code. All fences and walls on Lots shall be maintained by the Owners of the Lot. All fences and walls are subject to approval by the Design Review Board. Fences on adjacent Lots shall have different designs, subject to approval by the Design Review Board.

5.4.7 Equipment Enclosure. An enclosure for mechanical equipment shall be included in the design of each Lot. The enclosure shall comply with the requirements of the Design Code.

5.4.8 Remodeling and Additions. Any and all work that affects the exterior appearance of the Improvements on a Lot must comply with the Design Code and have prior approval from the Design Review Board. This includes, but is not limited to, painting, additions, landscape features, fencing, etc.

5.4.9 Common Areas. No work will be permitted beyond the approved Improvement design. The construction of any Improvements by Owners (without the written approval of the Design Review Board and Association) is prohibited.

5.4.10 Construction Hours. The Association reserves the right to establish Rules and Regulations designating construction hours and no construction or work shall be conducted on a Lot outside of such hours without the approval of the Association. All approved contractors shall execute and deliver an original Construction Agreement (attached to the Design Code) to the Association.

5.4.11 Design Code. The Design Code may include detailed design restrictions that apply to architectural style, exterior materials, elevations, grade elevations, paint, chimneys, windows, window coverings, shutters, walls, roofs, eaves, fences, garden walls, gates, driveways, pools, lighting, gutters, roof pitch, ceiling height, etc. All provisions of the Design Code must be adhered to.

5.4.12 Seasonal Decoration. Impermanent seasonal decorations (including holiday lights and decorations) shall be subject to approval by the Association. It is anticipated that the Association shall establish Rules and Regulations that will limit the size, type, color, sound and number of impermanent seasonal decorations.

5.4.13 Recreational Items. Recreational items such as basketball goals, soccer goals, playgrounds, swing sets, trampolines, children's toys, miscellaneous equipment, etc. are prohibited in front Yards of Lots, in locations that may be viewed from the street, or in locations that may cause a nuisance to surrounding neighbors.

5.5 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage. Drainage may be surface and/or subsurface, so long as it also complies with the Design Code. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners. The Association or any other Owner shall have the right to bring legal action to enforce this restriction. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

5.6 Completion of Improvements. The Owner of any Lot shall not commence the construction of any Improvements until plan approval has been obtained from the Design Review Board. In the event the Owner does not commence construction of the approved Improvements within six (6) months of Design Review Board approval, such Owner shall be required to resubmit such plans for approval, which will require an additional review fee. The exterior construction of any Improvements started on a Lot must be completed within a time period designated by Association (not to exceed twenty-four (24) months following the pouring of the foundation for such Improvements); provided, however, the Association may grant a longer time period for completion on a case by case basis, depending on the size of such Improvements being constructed. If such Improvements are not completed within the time period specified in this section, then the Owner shall immediately remove the debris from the Lot and restore the landscaping to its original condition. In the event that the Owner fails to remove and restore, the Association shall have the right to (i) implement a daily fine for such failure and collect the same as a deduction from the construction deposit or as Reimbursement Assessment or otherwise; (ii) remove and restore and shall have the right to assess the Owner for an administrative fee in an amount equal to the costs as a Reimbursement Assessment, as well as the forfeiture of the construction deposit.

5.7 Landscaping. Landscaping plans must be submitted to the Design Review Board for approval. Landscaping must comply with the requirements of the Landscape Code. Proper landscaping must be installed before issuance of a final certificate of occupancy. This requirement may be waived given proven weather restraints at the time of completion. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association a fine in an amount established by the Association for each day the required landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest at the rate described in Section 8.12 and responsibility for cost and reasonable attorneys' fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment.

5.8 Mailboxes. To the extent mailboxes are permitted on a Lot, all mailbox designs and locations must be submitted to the Design Review Board for approval. The Association may require centralized mailbox stations throughout the Property.

5.9 Pets. Only customary domestic household animals are permitted (such as dogs, cats and fish), and shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance or danger. Animals shall not roam freely, but must be leashed. No pets, animals or fowl may be kept or maintained for commercial purposes or for breeding, and animals such as chickens, rabbits, fowl, goats, pigs, snakes and reptiles are specifically prohibited (and shall not be deemed customary domestic household animals). No pet shall be allowed to leave its excrement on any Lot or a Common Area. Pets shall not be permitted upon any Lot or Common Area unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold the Declarant, Association and other Owners free and harmless from any loss, claim or liability of any kind or

character arising by reason of keeping or maintaining such pet on the Property. The Association may designate specific pet areas in the Rules and Regulations and Owners shall be responsible for cleaning up after their pet. Any animal or pet that creates a nuisance, disturbance, danger or noise may be permanently removed prohibited from the Common Areas and any Lot. All pets shall be subject to the Rules and Regulations. All pets shall be registered and inoculated as required by law. The Association may establish fines and charges for violation of this Declaration and the Rules and Regulations, which shall be a Reimbursement Assessment. The Association reserves the right to remove any pets or animals, or to require any Owner, tenant or occupant to remove pets or animals, which violate this Declaration or the Rules and Regulations. Notwithstanding the foregoing, it is expressly declared that the Rules and Regulations relative to pets and animals may regulate the number and size of pets, prohibit the keeping of animals other than customary domestic household pets, designate specific areas within the Common Areas where pets may be walked, prohibit pets on other areas, and restrict the rights of tenants to keep pets.

5.10 Signage. The prior written consent of the Association shall be necessary before any Owner, tenant or occupant erects or installs any (whether temporary or permanent) signs, window or door lettering, placards, or advertising media of any type which can be viewed from the exterior of the Improvements on a Lot. All signs, lettering, placards, and advertising media shall conform in all respects to the Design Code sign criteria which may be established by the Association from time to time in the exercise of its sole discretion, and shall be subject to the Association's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. The Association anticipates that signage on Lots shall be limited to the name of the residence or Owner of the Lot. The Association shall have the right to designate particular signs that may be used during construction of Improvements on a Lot. All signs shall be kept in good condition and in proper operating order at all times and at the sole expense of the Owner. The Association reserves the right to adopt additional Rules and Regulations that apply to signage and such Rules and Regulations may apply different rules for different uses of a Lot. Political signs are strictly prohibited. The sign restrictions contained in this Section (or in any Rules and Regulations) shall not apply to any Lot owned by the Declarant and shall not prohibit the Declarant or its assigns from erecting any signs.

5.11 Exterior. The prior written consent of the Association shall be necessary before any Owner, tenant or occupant installs any exterior lighting, decorations, paintings, awnings, canopies, drapes, blinds or the like, which can be viewed from the exterior of the Improvements on a Lot. All such items shall conform in all respects to the Design Code sign criteria which may be established by the Association from time to time in the exercise of its sole discretion, and shall be subject to the Association's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All approved items shall be kept in good condition and in proper operating order at all times and at the sole expense of the Owner.

5.12 Responsibility, Mowing and Maintenance of Lots. Unless otherwise designated in a Supplemental Declaration or other documentation, each Owner shall be responsible for the maintenance of all landscaping on its Lot (whether vacant or improved but excluding Lots owned by the Declarant or its affiliates), and for maintaining its Lot in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said

maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) neat, mowed at all times and free from rubbish, trash, debris and noxious weeds. All Lots shall be maintained in a neat and orderly manner. No stockpiling of materials, plants, etc. will be allowed on vacant Lots without prior approval from the Association. In the event that an Owner fails to comply with these requirements, the Association may cause such work to be performed at the expense of the Owner and may charge the Owner double the cost of maintenance. Any amounts incurred by the Association and any applicable fines in this regard shall be considered a Reimbursement Assessment and enforced in accordance with Article 8. The Association shall also have the right to fine the Owner without performing any maintenance or mowing.

5.13 Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any Lot for a period that exceeds two days within a thirty day period except with the prior written consent of the Association obtained in each instance. This provision shall not prohibit any motor coaches/ recreational vehicles in the motor coach Phase provided they conform to all applicable Rules and Regulations.

5.14 Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennas, aerials and other facilities for the transmission or reception of electricity, and utility meters or other utility facilities shall be kept and maintained underground. Any above ground box for underground utilities shall be shielded from view by landscaping or other enclosed structures.

5.15 Compliance with Insurance Requirements. Except as may be approved in writing by the Association, nothing shall be done or kept on a Lot which may result in a material increase in the rates of insurance or which would result in the cancellation of any insurance maintained by the Association.

5.16 Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal systems shall be installed on a Lot without the prior written consent of the Association. Any sewage disposal system installed for a Lot shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction. To the extent available, all Lots shall connect to public utility systems.

5.17 Water Systems. No individual water supply system shall be installed or maintained for any Lot unless such system is approved in writing by the Association and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water and sanitation district or other governmental authority having jurisdiction.

5.18 Leases and Rentals. To the extent that any Improvements on a Lot are leased or rented (which may not be prohibited by, but may be regulated by, any Rules and Regulations), such leasing and renting shall be subject in all respects to the provisions of this Declaration and Rules and Regulations. A tenant or occupant that fails to comply with this Declaration and Rules and Regulations shall be deemed to be in default and the Association shall have the power to enforce a violation of the provisions of this Declaration or Rules and Regulations against the tenant, occupant or Lot Owner. All leases and rights of occupancy shall contain a provision stating that the Declarant and the Association shall have the right to enforce the terms of this

Declaration and Rules and Regulations against the tenant or occupant. To the extent that any Improvements on a Lot are leased or rented for a period that exceeds three consecutive days, the Association reserves the right, prior to the execution of a lease or occupancy agreement, to require the prospective tenant or occupant to submit to a criminal background check and credit check to be performed and approved by the Association, the reasonable administrative costs and expense of which shall be borne by the requesting Owner. The Association reserves the right to deny tenancy or occupancy. A candidate's criminal history may be considered. The Lot Owner shall be responsible for any damage caused by or resulting from any violations of the terms of a lease or occupancy agreement by its tenant, occupant or their invitees, and each Lot Owner grants the Association the unlimited power of attorney to evict a tenant or occupant who violates the terms of this Declaration or Rules and Regulations. Upon any violation of the terms of this Declaration or Rules and Regulations by an Owner, its tenants, occupants or invitees, the Association may seek any remedy available to it (including any applicable fines, Reimbursement Assessments and lien rights).

5.19 Use Restrictions. The Property may be subjected to additional use restrictions as set forth in Supplemental Declarations and the Association (or any designated Sub-Association) shall have the right to enforce the same.

5.20 Prohibited Architectural Features. The following architectural features on Improvements shall be prohibited: Panelized wall materials, keystones, quoins, precast mouldings or wall perforations, stucco-covered foam mouldings, stained glass, window air-conditioning units, above-ground pools, (except those of the inflatable variety), flags and flag-poles (except official flags of countries, states, counties and cities flown from 6' poles mounted at a 45 degree angle to building walls), direct vent fireplaces, prefabricated fireplaces, scroll work, external alarm systems, and skylights.

Article 6 Common Areas

This Article describes the rights which the Association possesses with regard to the Common Areas. This Article also describes what will happen upon damage or destruction to the Common Areas. The Article goes on to describe more particularly the rights of use granted to Owners and the method by which these rights may be delegated.

6.1 Right of Association to Regulate Use. During the Appointment Period, the Declarant shall have the right to (i) designate which Common Areas are open to the general public; and (ii) designate limited use of particular Common Areas by certain Owners, customers, tenants, patrons, guests, friends, employees or the Institute. Following transfer of fee title to the Association or the Institute (as applicable), the Association or the Institute (as applicable) shall have the power to implement Rules and Regulations that reasonably regulate the use of Common Areas (but may not prevent use of the Common Areas designated by Declarant as open to the public or restrict in excess of the limitations established by Declarant) by Owners, customers, tenants, patrons, guests, friends, employees and the Institute for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable (subject to Rules and Regulations,

servitudes and vested rights established by Declarant and the right to implement reasonable charges for the use of Common Areas, facilities and services by users other than the Institute). Notwithstanding the foregoing, the Association or the Institute (as applicable) shall not have the right to implement Rules and Regulations that (i) limit or restrict the use of the Common Areas by third parties or particular users that are deemed open to the public by Declarant or in excess of the limitations established by Declarant; (ii) limit the rights of the Institute to host events in the Common Areas (and at no charge to the Institute); (iii) prevent Owners of a Phase from using Common Areas in another Phase in excess of the limitations established by Declarant; or (iv) prevent Owners, customers, tenants, patrons, guests, friends, employees or the Institute from using the Common Areas for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable in excess of the limitations established by Declarant. The provisions of this section shall not prohibit the Association from preventing or restricting use of the Common Areas by a violating or delinquent Member.

6.2 License to Common Areas. The Common Areas are owned by Declarant and shall continue to be owned by Declarant until the time that Declarant conveys the Common Areas to the Association or Institute (which may never occur). The Declarant hereby grants a non-exclusive license to use and obligation to maintain, repair, and replace the Common Areas in favor of the Association, Owners, tenants, employees and the Institute for purposes that may be cultural, educational, artistic, festive, promotional and/or charitable (subject to Rules and Regulations, servitudes and vested rights established by Declarant and the right to implement reasonable charges for the use of Common Areas, facilities and services by users other than the Institute). The Declarant shall have the right to transfer, donate or sell fee title (or a servitude) in the Common Areas to the Association or the Institute at any time and the Association shall be obligated to accept title to, care for and maintain, repair and replace the same as elsewhere provided in this Declaration. Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time. Declarant shall have the authority to grant licenses, concessions, servitudes of use that will allow third parties to use and enjoy the Common Areas. Declarant shall have the right to designate a fee for such use or may allow such use to be free of charge.

6.3 No Partition of Common Areas. Following acquisition of fee title to the Common Areas by the Association or the Institute, no Owner or Member of the Association shall have the right to partition or seek partition of the Common Areas or any part thereof.

6.4 Liability of Members for Damage by Member. Each Member shall be liable to the Association for any damage to Common Areas or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or misconduct of such Member and for any violation by such Member of any provision of this Declaration, the Articles of Incorporation, By-Laws or any Rules or Regulations. The Association shall have the power, as elsewhere provided in this Declaration and to levy and collect a Reimbursement Assessment against a Member to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations or for any increased insurance premiums directly attributable to any such damage or any such violation.

6.5 Association Duties if Damage, Destruction or Required Improvements. In the event of damage to Common Areas by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction or replacement of any Common Areas (following acquisition of fee title to the Common Areas by the Association or the Institute), the Association or the Institute (as applicable) shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 4.7 hereof, any insurance proceeds payable by reason of damage or destruction of Common Areas by fire or other casualty (following acquisition of fee title to the Common Areas by the Association or Institute) shall be paid to the fee owner and shall be used, to the extent owned by the Association or Institute and necessary, to pay the costs of repair, reconstruction or replacement. Prior to the time that the Common Areas are conveyed by Declarant, Declarant shall have sole discretion to (i) repair, reconstruct or replace Improvements in the Common Areas; or (ii) refuse to repair, reconstruct or replace Improvements and retain the insurance proceeds. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or reconstruct Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or reconstruction of the Improvement, levy a Special Assessment in accordance with Section 8.10 hereof, or if a Member or group of Members is liable or responsible for such damage, levy a Reimbursement Assessment in accordance with Section 8.11 against the Member or group of Members responsible therefor, to provide the additional funds necessary as elsewhere provided in this Declaration. Repair, reconstruction or replacement of Common Areas shall be done under such contracting and bidding procedures as the Association shall reasonably determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction or replacement, the Association may use the same for future maintenance, repair, construction of Improvements or operation of other Common Areas.

6.6 Association Powers in the Event of Condemnation. If any Common Areas or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the fee owner, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. If a Common Area owned by the Association is taken, the Association, or any trustee duly appointed by the Association, shall have the exclusive right to participate in such condemnation proceedings and to represent the interest of all Owners therein; and each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. No Owner shall be entitled to participate as a party or otherwise in any such condemnation proceedings. No provision in this Section or in this Declaration shall give an Owner, or any other Person, priority over any rights of a First Mortgagee, pursuant to its First Mortgage, in the case of distribution to such Owner of any condemnation awards for losses to, or taking of, Lots or Common Areas.

6.7 Title to Common Areas on Dissolution of Association. In the event of the dissolution of the Association, the Common Areas that are owned by the Association shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for a similar purpose as that which the particular Common Area was

held by the Association. To the extent the foregoing is not possible, the Common Areas shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members (or the Sub-Associations) in proportion to their ownership interest in the Association.

6.8 Servitude of Access. The Declarant hereby grants a non-exclusive servitude of access, but excluding parking, over the constructed streets shown on a Final Plat (as amended and relocated from time to time by Declarant). The non-exclusive servitude of access shall run in favor of each Lot shown on the Final Plat. This servitude shall not limit the Association's obligation to maintain, repair and replace the streets as provided in this Declaration.

6.9 No Hazardous Materials. Each Owner agrees that he will comply with all applicable laws including those pertaining to environmental matters (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Federal Water Pollution Control Act and the Clean Water Act, and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"). The term "hazardous substances" shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meaning specified in RCRA; provided, in the event that the laws of the state of Louisiana or federal laws establish a meaning for "hazardous substance", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

Without limiting any other indemnity by the Members contained herein, each Member hereby agrees to defend, indemnify and hold the Association, Sub-Associations, Institute and Declarant, their directors, officers, agents, servants and employees and the other Members, harmless from and against any and all damages, claims, demands, causes of action, liabilities, losses, fines, costs and expenses (including, without limitation, costs of suit, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any violation of the preceding paragraph.

6.10 Institute. The Institute is responsible for the organization and encouragement of cultural, educational, artistic, festive, promotional and/or charitable event within the Property (including the Common Areas). Declarant established the Institute and anticipates that the Institute's success will be dependent upon involvement from the Association, Sub-Associations, Owners, customers, tenants, patrons, guests, friends, and employees. To the extent it is not the fee owner, the Institute is granted a non-exclusive license to use the Common Areas free of charge (and for purposes of fundraising or similar purposes) subject to Rules and Regulations, vested rights and servitudes established by Declarant. Following transfer of fee title of the Common Areas to the Association (if applicable), the Association shall continue to allow the Institute (free of charge to the Institute and for purposes of fundraising or similar purposes) to use the Common Areas for the organization and encouragement of cultural, educational, artistic, festive, promotional and/or charitable events and the Association or any Sub-Association shall have no right to (i) permanently close any Common Areas to use by the Institute but this

provision shall not be deemed to prevent temporary barricades or closures for events held in the Common Areas; (ii) prevent the Institute from allowing or inviting the general public to attend the events and use the Common Areas subject to reasonable Rules and Regulations established by the Declarant and/or the Association (which may include reasonable charges as described in Section 4.16); (iii) limit the use of particular Common Areas by the Institute, its guests or invitees; or (iv) prevent the Institute from organizing events and hosting events (free of charge to the Institute) in the Common Areas.

Article 7

Declarant's Rights and Reservations

This Article reiterates that the Declarant is entitled to special privileges with regard to the Association during the Appointment Period and during such period, has a right to amend this Declaration in its sole discretion without the consent of any other person. This Article also details particular powers of the Declarant with regard to the Property, including the Common Areas.

7.1 Declarant's Rights and Reservations. Notwithstanding any other language or provision to the contrary in this Declaration or in any Association document, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration in its sole discretion, without the consent or approval of any Person, Owner or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana. Any amendment or supplement made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Notwithstanding anything contained herein to the contrary, Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Property which includes but is not limited to, the rights set forth in this Article 7. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property within the Property is conveyed by Declarant, whether or not specifically stated therein. The rights and reservations of Declarant described in this Article 7 shall be superior to any other rights or provisions of this Declaration or any Association documents and may not be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section, without the written consent of the Declarant. Declarant's written consent to any one (1) such amendment shall not be construed as consent to any other or subsequent amendment.

7.2 Common Areas. The Common Areas are owned by Declarant and shall continue to be owned by Declarant until the time that Declarant conveys the Common Areas to the Association or the Institute (which may never occur). The Declarant shall have the right to transfer, donate or sell fee title (or a servitude) in the Common Areas to the Association or the Institute at any time and the Association or the Institute shall accept fee title (or a servitude) in the same (subject to Rules and Regulations, servitudes and vested rights established by Declarant). Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time.

7.3 Right to Construct Additional Improvements on Common Areas. Declarant shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Common Areas at any time and from time to time.

7.4 Declarant's Rights to Use Common Areas in Promotion and Marketing of the Property. Declarant shall have and hereby reserves the right to use of Common Areas and of services offered by the Association in connection with the development, construction, promotion, marketing, sale, leasing and management of properties within the boundaries of the Property. Without limiting the generality of the foregoing, Declarant may: (a) erect and maintain on any part of the Common Areas such signs, temporary buildings, and other structures, including model homes, sales offices, buildings and Improvements, as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale, leasing and management of properties within the boundaries of the Property; (b) use vehicles and equipment on Common Areas for developmental, construction and promotional purposes; (c) permit prospective purchasers of properties within the boundaries of the Property to use or enter Common Areas; and (d) to operate for-profit kiosks in any defined parks or other Common Areas, such locations to be chosen by Declarant in its sole discretion, and Declarant shall be permitted to retain any profits made therefrom.

7.5 Declarant's Rights to Complete Development of the Property. No provision of this Declaration shall be construed to prevent or limit Declarant's rights: (1) to complete the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the Property; (2) to construct or alter Improvements on any property (including Common Areas) owned by Declarant within the Property; or (3) to post signs incidental to the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property. Nothing contained in this Declaration shall limit the right of Declarant to: (a) excavate, cut, fill or grade any property owned by Declarant, or to construct, alter, remodel, demolish or replace any Improvements on any of the Property or any property owned by Declarant; or (b) use any structure on any of the Property or any property owned by Declarant as a construction, model home or real estate sales, management or leasing office in connection with the sale of any Property. Declarant shall not be required to seek or obtain the approval of the Association for any such activity by Declarant on any of the Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration. Nothing herein shall prevent Declarant from modifying or amending the PUD and no implied obligations are created herein.

7.6 Declarant's Rights to Grant and Create Servitudes. Declarant shall have and hereby reserves the right to grant or create, throughout the Property, temporary or permanent licenses, permits, servitudes and rights-of-way for ingress, egress, construction, maintenance, repair, replacement and installation of all public and private utility, signage, drainage, water, sewer and service systems, and other purposes and the power to impose costs and Assessments to pay for these items. Declarant may at any time make a partial assignment to any public or private utility company, or any governmental authority, of the rights or servitudes reserved by Declarant.

7.7 Declarant's Additional Rights. Declarant shall have and hereby reserves the right, in its sole discretion and without the consent of any Person, Owner or Mortgagee, to add or

designate Phases of the Property; create, modify, amend and supplement Final Plats, including but not limited to layout, design, locations, enlargement, reduction and/or removal of Lots and Common Areas; amend this Declaration and any Supplemental Declarations (including the removal of all or any portions of the Property from this Declaration); establish formulas and guidelines to allocate Assessments to all Lots and/or Owners (or to Sub-Associations and their Phases); allocate Voting Power to Lots; grant licenses, permits or servitudes to use the Common Areas and such rights may be in favor of any individuals and entities, including but not limited to Owners, Members, Association, Sub-Associations, customers, tenants, patrons, guests, friends, employees, the Institute or other users; incur indebtedness and encumber the Common Areas owned by Declarant with mortgages and other encumbrances; add, modify, or amend the PUD, PUD concept plan and/or PUD development plan.

Article 8

Assessments, Budgets and Funds

This Article describes the procedure the Association must follow to levy Assessments, the type of Assessments that may be levied, how Assessments will be apportioned, and declares that if Assessments remain unpaid, a late charge will be imposed and interest will accrue. It also explains the privilege granted to the Association to file a lien on a Lot if the Assessment is delinquent. Finally, the lien provides the Association with the right of foreclosure as a means to collect any delinquency.

8.1 Maintenance Funds to be Established. The Association shall establish and collect Assessments for the purposes described herein and as may be authorized from time to time by the Board of Directors. The Association shall have the right to establish the due date(s) of Assessments and shall have a right to requirement payments to be paid monthly, quarterly, semiannually or annually.

8.2 Assessments. For each Assessment Period, the Association shall levy Common Assessments against Members. The Association may require Sub-Associations to collect Assessments from Owners of Lots within the Sub-Association's Phase. Each Member shall be personally obligated to pay the Common Assessments, Special Assessments, Reimbursement Assessments, and any other Assessments levied against, and allocated to, such Owner and the Lot of such Owner as hereafter more particularly set forth. If a property is co-owned or community property, each co-owner and spouse shall be solidarily liable.

8.3 Common Assessments and Apportionment. The Association shall allocate all fees for maintenance of Common Areas as set out herein. There will be two categories of Common Assessments, namely, Common Area Assessments and Phase Assessments. "**Common Area Assessments**" are Common Assessments for maintenance of Common Areas and allocated to Lots at the discretion of the Association. "**Phase Assessments**" are Common Assessments for maintenance of Common Areas and allocated to Phases at the discretion of the Association. The Declarant shall have the right to establish a Sub-Association comprised of such Owners, to determine among themselves how to allocate the Common Assessments within a Phase (but subject to approval of the Association). Prior to the expiration of the Appointment Period, the Association shall establish formulas and guidelines to allocate Assessments to all Lots and/or Owners. The Association may allocate Assessments in a different manner for Lots

(i) that are vacant compared to Lots that include any Improvements; or (ii) due to use, density, class or activity on certain Lots.

8.4 Budgets. The Board of Directors shall cause to be prepared, at least thirty (30) days prior to the commencement of each Assessment Period, a Budget for such Assessment Period, including a reasonable provision for contingencies. The Budget shall show, in reasonable detail, the categories of expenses and the amount of expenses, and shall reflect any expected income of the Association for such Assessment Period and any expected surplus. The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish or add major capital repairs, replacements and Improvements for Common Areas. The Budget may be broken down into Phases and allocated and collected based on the same. The Board shall cause a copy of the Budget to be distributed to each Member (or require a Sub-Association to distribute the same) promptly after the Budget is prepared and approved by the Board and shall cause a copy thereof to be available for viewing at the principal office of the Association. If directed by the Association, a Sub-Association shall cause to be prepared and submitted to the Association, at least sixty (60) days prior to the commencement of each Assessment Period established by the Association, a Budget for such Assessment Period as it applies to the Sub-Association's Phase.

8.5 Supplemental Common Assessments. If, in any Assessment Period, the Board levies a Common Assessment, in accordance with Section 8.3 above, the Board by majority vote may thereafter levy one (1) or more supplemental Common Assessments during such Assessment Period, if it determines that the important and essential functions of the Association may not be funded by such Common Assessment. Written notice of any change in the amount of any Common Assessment by reason of the levying of a supplemental Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

8.6 Assessment for Unsold Lots. Notwithstanding any other provisions of this Declaration which may be to the contrary, with respect to each Lot owned by Declarant or its affiliates, for so long as Declarant or its affiliates retains title to such Lot, whether improved or unimproved, Declarant and its affiliates shall not be obligated to pay any Assessments on such Lot. To the extent that Declarant or its affiliates voluntarily decide to pay all or any portion of an Assessment on a Lot it owns, Declarant or its affiliates shall have the option, at its sole discretion, to either pay Assessments on such Lot, which shall be assessed, for Assessment purposes, at a rate equal to the Assessment rate which would otherwise be applicable to such Lot if it were owned by a non-Declarant Owner or to fund, on a non-reimbursable basis, any deficit which may exist between Assessments and the annual budget of the Association, or to fund all or any portion, on a reimbursable or loan basis, any deficit which may exist between Assessments and the annual budget of the Association.

8.7 Commencement of Assessment. Subject to the provisions of Section 8.6 hereof, the Assessments shall commence as to each Lot, on the date Declarant conveys or transfers a Lot to any Person that is not an affiliate of Declarant and shall be due and payable in such manner and on such schedule as provided in this Declaration or as the Association may provide in its sole discretion.

8.8 Payment of Assessment. Assessments shall be due and payable in advance to the Association by the assessed Member and shall be due and payable on or before the due date established by the Association in its sole and absolute discretion. Notice of the amount of the Assessment shall be given to each Member prior to the date when the Assessment is due, but the failure to do so shall not invalidate such Assessment.

8.9 Failure to Fix Assessment. The failure by the Board of Directors to levy an Assessment for any Assessment Period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent Assessment Period. In the event of such failure, the amount of the Assessments for that Assessment Period shall be, until it is subsequently modified by the Board of Directors, the amount of the Assessment for the previous Assessment Period. No abatement of the Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or Improvements to Common Areas or from non-use of Common Areas or from any action taken to comply with any law or for any other reason, as determined by the Board of Directors, in their sole discretion.

8.10 Special Assessments. In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy one (1) or more additional Assessments for the purpose of raising funds, as provided in the Budget, to: (a) construct or reconstruct, repair, remodel or replace capital Improvements upon Common Areas, including necessary personal property related thereto; (b) add to the Common Areas; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration; (e) pay any court costs, expenses, legal fees and other professional fees incurred to enforce or defend the terms and conditions of this Declaration and any Rules and Regulations; or (f) pay any insurance deductibles, including any named storm deductibles. Such Assessment shall be known as a **"Special Assessment"**. Prior to the expiration of the Appointment Period, the Declarant shall have the right to impose Special Assessments without the consent of any other Person, Owner or Mortgagee. Following the Appointment Period, the Board of Directors may levy Special Assessments without the consent of any other Person, Owner or Mortgagee. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the use of the Special Assessment. The Members shall pay any such Special Assessment in the manner so specified. Special Assessments shall be apportioned in the manner determined by the Board of Directors, in its reasonable discretion.

8.11 Reimbursement Assessments. The Board of Directors may, subject to the provisions hereof, levy an Assessment against any Owner or Member if the misconduct or negligent failure of such Owner or Member (or their tenants, guests and invitees) to comply with this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations shall have resulted in a fine, or the expenditure of funds by the Association to remedy a problem or to cause such compliance (including any damages caused to the Common Areas). Such Assessment shall be known as a **"Reimbursement Assessment"**. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing. All fines may be levied as Reimbursement Assessments.

8.12 Late Charges and Interest. If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within ten (10) days after it is due, the Member obligated to pay such Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of any Assessment which is not paid within thirty (30) days after the date of any Notice of Default given under Section 8.13 hereof, shall bear interest from the date of such Notice of Default to the date paid in the amount of the lesser of twelve percent (12%) per annum or the highest rate permitted to be charged by applicable law. In addition, the Association shall have the right to suspend the right of use of the Common Areas by any Owner (and his/her guests, tenants and invitees) who is delinquent in the payment of any Assessments.

8.13 Notice of Default and Acceleration of Assessment. If any Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default ("**Notice of Default**") to the Owner and to any or all Mortgagees of the Lot. The Notice of Default shall specify: (a) the fact that the Assessment or installment is delinquent; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the Notice of Default is mailed to the Member, by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the Notice of Default may result in acceleration of the balance of the Assessment or the installments of the Assessment for the then-current Assessment Period and/or the filing and foreclosure of the lien for the Assessment against the Lot of the Member. The Notice of Default shall further inform the Member of any right to cure the default after acceleration and of any right to bring a court action to assert the nonexistence of a default or any other defense of the Member. If the delinquent Assessment or installment and any late charge and interest thereon are not paid in full on or before the date specified in the Notice of Default, the Board, at its option, may declare all of the unpaid balance of the Assessment for such Assessment Period to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon, in any manner authorized by law or in this Declaration, subject to the protection afforded to Mortgagees hereunder. The failure or delay of Declarant to exercise any rights hereunder shall not be deemed a waiver of such rights.

8.14 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Member against whom the same is assessed (and if a Lot is co-owned the Assessment shall be a solidary obligation). In the event of a default in payment of any Assessment or installment thereof, whether a Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as herein provided.

8.15 Lawsuit to Enforce Assessments. The Association (or any Sub-Association designated by the Association) may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

8.16 Lien to Enforce Assessments. The Board of Directors may also elect to file a claim of lien against the Lot of the delinquent Owner or Member by Recording a notice (the "**Notice of Lien**") setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and street address of the Lot against which the lien is claimed; and (d) the name of the Record Owner thereof as shown upon the records of the Association. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien created by the Notice of Lien shall be prior to any declaration of homestead rights Recorded or arising after the time that the Lot becomes part of the Property. The lien created by the Notice of Lien shall be prior and superior in lien priority to any other lien, encumbrance or Mortgage encumbering such Lot; provided, however, that a First Mortgage encumbering a Lot and recorded prior to the lien shall be and remain prior and superior in all respects to the lien created by the Notice of Lien. The lien created by the Notice of Lien shall secure all amounts set forth in the Notice of Lien, as well as all subsequently accruing amounts (including reasonable costs, expenses and attorneys' fees). The lien created by the Notice of Lien shall continue until the amounts secured thereby and all subsequently accruing amounts (including reasonable costs, expenses and attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs (including reasonable costs, expenses and attorneys' fees) and Assessments which have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of Mortgages in the State of Louisiana. The lien created by the Notice of Lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a First Mortgage on a Lot shall extinguish the subordinate lien created by the Notice of Lien, but it shall not relieve the purchaser or the transferee of such Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable costs, expenses and attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable costs, expenses and attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots (or at the discretion of the Association, the applicable Phase) as a common expense.

8.17 Estoppel Certificate. Upon the payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon the written request of any Member or Mortgagee or any Person with, or intending to acquire, any right, title or interest in the Lot of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Lot and/or the Owner thereof and setting forth the amount of any Assessment levied against such Lot which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot.

8.18 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including,

without limitation, any claim of non-use of the Property or any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

8.19 Reserves. In addition to Common Assessments, the Declarant hereby establishes a reserve fund that shall be funded by the Owners of Lots. Upon the sale of a Lot to a third party, the Association shall collect from the third party purchaser (the new Lot Owner) reserve funds in an amount equal to the greater of (i) two (2) months Common Assessments; or two hundred fifty dollars (\$250.00), for repair and replacement of any capital improvements located in the Common Area (and any soft costs in connection with the capital improvements). The Declarant and its affiliates shall not be required to contribute to the reserve fund. Any amounts paid into the reserve fund shall not be considered as advance payments of Assessments. The reserve fund shall be a segregated fund exclusively maintained by and benefitting the Association and shall not be used by the Association for purposes other than capital improvements located in the Common Area (and any soft costs in connection with the capital improvements). Any reserves that are not collected from a Lot Owner at the time of a Lot sale from Declarant may be assessed to the Lot Owner as a Reimbursement Assessment.

Article 9 Construction Process

This Article details the guidelines which contractors within Pointe Marie are required to follow during or prior to construction.

9.1 Jobsite. Contractors that are approved by the Association to perform work within Pointe-Marie shall be required to sign the Construction Agreement form provided by the Association. Contractors are required to fully maintain all jobsites during construction in accordance with the standards established herein or in the Design Code. Construction materials and trash shall be stored in a neat and orderly manner at all times during construction. Waste from construction materials should be removed timely in accordance with the construction process. General trash (i.e.-lunch containers, drinks, etc.) on the jobsite must be removed daily. Failure to maintain the jobsite will result in the Association assuming the responsibility and back-charging the Owner/builder at double the direct cost. Notice will be given prior to such action. The Association shall have the right to establish Rules and Regulations that apply to construction and contractors.

9.2 Temporary Facilities. Temporary toilet facilities will be required for all jobsites. Builders with multiple jobsites may share facilities. Agreements between multiple Owners will also be accepted.

9.3 Concrete Truck Wash-out. No concrete truck wash-out or spillover on to streets or neighboring properties will be allowed.

9.4 Damages. Any damages to Common Areas, streets, sidewalks, curbs, gutters, fences, etc. will be repaired by the Association and will be billed directly to the contractor or applicable Owner as a Reimbursement Assessment. It will be the responsibility of the contractor to collect needed damage fees from sub-contractor as required.

Article 10

Miscellaneous

This Article details the termination date for the restrictions (as well as the option to renew) and various other topics.

10.1 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be perpetual and shall run with the Property, unless terminated by the vote (following the Appointment Period), by written ballot, of Members holding at least seventy-five (75%) percent of the Voting Power of the Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

10.2 Amendment of Declaration. Notwithstanding any other language or provision to the contrary in this Declaration or in any Association document, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration from time to time in its sole discretion, without the consent of any Person, Owner or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana. Except as may otherwise be provided in this Declaration (including Article 7), following the Appointment Period and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, this Declaration may be amended by the favorable vote of Owners who represent at least sixty-seven percent (67%) of the Voting Power of the Association, present in person or by proxy at a duly constituted meeting.

10.3 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate upon the expiration of the Appointment Period or at such time as Declarant shall (in writing) voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

10.4 Association Right to Mortgage Information. Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Lot to furnish information to the Association concerning the status of such Mortgage and the loan which it secures.

10.5 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail (unless notice is waived by the receiving Person). If served by mail, such notice shall be sent postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second calendar day after it is deposited in a regular depository of the United States Postal

Service. Notwithstanding the foregoing, to the extent permitted by law, notice may be given by email or electronic means and if given electronically or by email, such notice shall be deemed given upon sending. Such address may be changed by any such Person from time to time by notice in writing to the Association.

10.6 Enforcement by Self Help. Declarant or the Association (or any Sub-Association designated by the Association) or any authorized agent of either of them, may enforce, by self-help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration. The Declarant and Association (or any Sub-Association designated by the Association) shall have such other enforcement rights as allowed or granted under law.

10.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

10.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association (or any Sub-Association designated by the Association) shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees, and all such amounts may be assessed as a Reimbursement Assessment.

10.9 Limitation on Liability. The Association, Board of Directors, Design Review Board, Declarant, any Owner, and agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

10.10 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in this Declaration in connection with any portion of the Common Areas, or any Improvement thereon, its or their physical condition, zoning, future development, compliance with applicable laws, fitness for intended use, future status as Common Areas, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Declarant's development, construction, promotion, marketing, sale or lease of properties or Improvements within the boundaries of the Property are provided for general information purposes only, are subject to change and deletion without notice to any Owner or Member, by public or governmental authorities and by others and shall not obligate Declarant to develop, construct, promote, market, sell or lease such properties, Lots, Common Areas or Improvements whatsoever or in any particular manner.

10.11 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

10.12 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

10.13 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

10.14 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

10.15 Captions for Convenience. The titles, headings, italicized summaries and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

10.16 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated property owners' association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Lots or Common Areas; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

10.17 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

10.18 Waiver of Conflict of Interest. The law firm of Phelps Dunbar LLP represented Declarant in connection with this Declaration and the formation and regulation of the Association and Sub-Associations. Declarant may request that Phelps Dunbar LLP represent the Association and Sub-Associations during the Appointment Period, creating a potential conflict of interest. In the event that a dispute arises between Declarant and the Association or any Sub-Associations, Phelps Dunbar LLP shall continue to represent Declarant, and Association and all Sub-Associations shall waive any conflict of interest that may arise.

-signatures on following page-

IN WITNESS WHEREOF, Pointe-Marie Community Development LLC has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Pointe-Marie Community Development LLC

Cherie Projean
Name: Cherie Projean

By: Rhaoul P. Guillaume
Rhaoul Guillaume, Sr., its Manager

Sandi Toure
Name: Sandi Toure

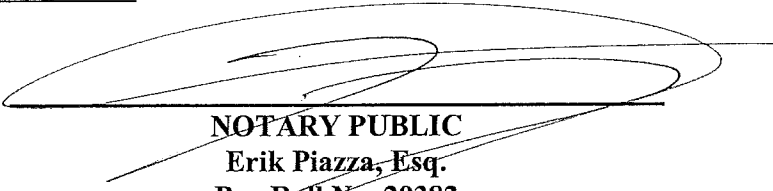

NOTARY PUBLIC
Erik Piazza, Esq.
Bar Roll No. 29382
My Commission is for life

Exhibit A

Property

PM Tract, consisting of 119.563 acres, as shown on the "Map Showing Survey & Combination of Tract B of a Portion of Chatsworth Plantation and a 83.364 Acre Portion of the Beverly Lyle East Tract Lying North of River Road and South of The Illinois Central Gulf Railroad R/W (Less And Except The "Portion of Beverly Lyle East Property Within GSU R/W" Containing 3.814 Acres) Into PM Tract Located in Sections 78 & 79, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Pointe-Marie Community Development, LLC" which may is recorded with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 799, Bundle 12815

Exhibit B

Design Code

POINTE-MARIE

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Design Code



The development of Pointe-Marie is an exciting adventure, one in which property owners, founders, managers, staff and designers all play an important role in creating a meaningful and cohesive architectural vocabulary for the village. We welcome the opportunity to work with all of you to create a community of lasting quality, ambiance and charm.

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Definitions

Any terms not defined in this Design Code shall have the meanings set forth in the Declaration and Supplemental Declarations.

1. **Outbuilding** shall mean a roofed-dwelling Improvement located within the designated portion of the Yard on a Lot. Examples include carriage houses, guest houses, garages, cottages, etc.
2. **Height** shall mean the vertical distance between the crown of the road at the centerline of a Lot and Mean Roof Height on an Improvement.
3. **Balcony** shall mean an unglazed overhanging structure or Improvement.
4. **Porch** shall mean an unglazed roofed structure or Improvement.
5. **Yard** shall mean the open space on the same Lot as the principal building.
6. **Mean Roof Height** shall mean the highest point at the top of an Improvement or the highest point of the coping of a flat roof Improvement, the deck line of a mansard roof of an Improvement, or the mean height level between eaves and ridge for gable, hip, domed, curved, and gambrel roofed Improvements. Improvement features such as chimney height shall not be included in the methodology for measurement for Mean Roof Height.
7. **Frontage or Frontage Line** shall mean the dimension of the Lot facing the thoroughfare or street that is designed for the most traffic; may be a vehicular passage or pedestrian passage.
8. **Accessory Building** shall mean a garden structure or a non-dwelling Improvements that serve as accessories to the building located within the designated portion of the Yard on a Lot. Examples include storage buildings, cabanas, covered porches, shade pavilions, etc.
9. **Arcade** shall mean a colonnade supporting habitable space that overlaps the sidewalk, while the façade at the sidewalk level remains at or behind the Frontage Line.
10. **Ground Floor** shall mean the floor of a building at ground level.



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Final PUD Documents

The following pages show the memo of approval and please see exhibit A for the Final Development Plan and Preliminary Plat.



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Office of the Planning Commission

City of Baton Rouge and Parish of East Baton Rouge
Post Office Box 1471, Baton Rouge, Louisiana 70821
or
1100 Laurel Street, Suite 104, Baton Rouge, LA 70802
Phone (225) 389-3144 Fax (225) 389-5342

Ryan L. Holcomb
Interim Planning Director

May 30, 2014

MEMORANDUM

TO: WHOM THIS MAY CONCERN

FROM: Kenneth D. Moye, Land Development Planner *Km.*

SUBJECT: Prints of Approved Planned Unit Development (PUD 1-11) Pointe-Marie Final Development Plan (Phase I)

Attached, please find your copy of the approved Planned Unit Development Final Development Plan, Pointe-Marie- Phase I (PUD 1-11). This Final Development Plan was approved by the Planning Commission on May 19, 2014. This approval is valid per section 8.216 of the UDC.

KDM/kdm

Attachment

c: Charles Burris, Inspection Division/Subdivision Office
Carey Chauvin, Building Official/Commercial Plan Review
Rhaoul Guillaume
Pointe-Marie Final Development Plan (Phase I) (PUD 1-11)



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Urban Code

Please see exhibit B for the Urban Code.



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Regulating Plan: Setbacks

SETBACKS AND HEIGHT LIMITATIONS						
				SETBACK FT		
	MIN STORIES	MAX STORIES plus tower (max 20 ft.)	MAX FT*	FRONT	REAR	SIDE
HOTEL-COMMERCIAL/ RESIDENTIAL	2	4	85	1 (plus a minimum 10- foot arcade on ground floor)	5	0
RESIDENTIAL/MIXED USE /MULTIFAMILY	2	4	85	1	5	0
ARTIST COLONY	2	3	70	0	50	0
VILLAGE RESIDENTIAL (CENTRAL SQUARE)	1	2	45	10	5	5**
OUTBUILDINGS	1	2	45	6	3	3
MOTOR COACH SQUARE OUTBUILDINGS	1	1.5	25	10	5	5
VICTORY PARK OUTBUILDINGS	1	1.5	25	10	5	5
MOTOR COACH PRESERVE OUTBUILDINGS	0	1.5	25	10	5	5
	*MEAN ROOF HEIGHT **NON-ALLEY LOADED LOTS REQUIRE SIDE SETBACKS OF FIVE FEET ON ONE SIDE PLUS 8 FEET SIDE SETBACK ON THE OPPOSITE SIDE					

All Towers must be submitted to the Design Review Board for approval.

Porch steps, Porch overhangs and mechanical/ HVAC equipment may be located in the Village Residential (Central Square) setbacks if approved by the Design Review Board.



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Parking Standards

1. Lots in residential districts must include a minimum of two parking spaces. Parking on private streets and alleys are subject to the terms of the Declaration and Supplemental Declarations.
2. Minimum required parking is set forth on the PUD Circulation Plan. Additional parking requirements may be set forth in the Declarations or Supplemental Declarations.
3. Commercial or public parking Lots shall be masked from the Frontage by a liner building, a street wall, and/or a hedge.
4. Pedestrian entrances to all parking Lots and parking structures shall be directly from a Frontage Line.
5. The vehicular entrance/exit of a parking Lot or structure on a Frontage shall be no wider than 30 feet.
6. Bicycle and golf cart parking at all community facilities and businesses shall be located closer to the entrance of an Improvement on a Lot than all non-handicapped parking.



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Building Types

1. **Commercial Mixed-Use Building:** A flexible commercial building type with commercial and office uses on all floors, including hospitality uses (hotels). Commercial buildings have floorplates deeper than residential ones. This type lines urban blocks with a continuous street wall with large parking Lots or structured parking behind. Syn.: Commercial Building, Office Building, Hotel
2. **Residential Mixed-Use Building:** A flexible commercial building type with a mix of commercial, office and residential uses. Commercial buildings have floorplates deeper than residential ones. This type lines urban blocks with a continuous street wall with large parking Lots or structured parking behind. Syn.: Commercial Building, Office Building
3. **Apartment Building:** A flexible residential building type accommodating multiple dwellings disposed above and beside each other, sharing a common entry. This building type is similar in massing and floorplate to Mixed-Use Buildings and can easily be retrofitted for commercial uses. This type also lines urban blocks with a continuous street wall with large parking Lots or structured parking behind. Some types have tucked-under parking garages, similar to the Live-Work Townhouse.
4. **Live-Work Unit:** A mixed-use building type with one dwelling above or behind a commercial space. In many cases this type resembles a condominium, townhouse or row house with a ground floor space sized for commercial use. Typically, ownership is divided vertically along Lot lines with a single owner occupying the ground floor commercial space and the residential space above. The flexibility of this type allows the ground floor use to adapt to market demands and become commercial, office or residential space.
5. **Apartment House:** A residential building type accommodating multiple dwellings disposed above and beside each other, sharing a common entry. This type resembles a large house or mansion that has been divided up into multiple apartments. The massing is non-continuous and transitions nicely into residential single-family neighborhoods. (Example: 6-Pack Flats)
6. **Courtyard House:** A building type that surrounds one or more private yards. This is a functionally flexible type because it can shield the private open space from a public realm of great intensity.
7. **Promenade House:** A small detached house located on a smaller Lot fronting a park, pedestrian street or path instead of a vehicular street.
8. **Village House:** An edge-yard building type consisting of a single-family dwelling on a moderately sized Lot, sometimes shared with an ancillary building in the rear Yard.
9. **Esplanade Villa:** An edge-yard dwelling type consisting of a single-family dwelling on larger Lots, sometimes of rural character, sometimes shared by one or more ancillary buildings.
11. **Outbuilding:** A roofed Improvement located within the designated portion of the Yard on a Lot. Examples include covered porches, shade pavilions, cabanas, storage buildings, carriage houses, guest houses, garages, cottages, etc.



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Building Function Standards

To the extent not prohibited by the PUD, Declaration or any Supplemental Declarations, the Design Review Board may consider the following Conditional Use Regulations during the plan review process:

1. Any drive-through facility shall be designed so as not to impede or impair vehicular and pedestrian traffic movement or exacerbate the potential for pedestrian / vehicular conflicts.
2. In no instance, shall a drive-through facility be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this section.
3. All vehicular areas (driveways, parking areas, etc.) shall provide a surface paved with concrete, framed and accented by pavers or pavers matching the street or alley material which is designated to meet the requirements of a minimum 4-ton axle load.
4. In addition to the specific standards above, and to the extent not prohibited by the PUD, Declaration or any Supplemental Declarations, the Design Review Board may consider the following Conditional Use Regulations during the plan review process:
 - a. How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies, and standards of the Circulation Plan, PUD, Declaration and Supplemental Declarations.
 - b. How the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies, and standards of the Circulation Plan, PUD, Declaration and Supplemental Declarations.
 - c. Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public Improvements, public property or rights-of-way, or other matters, affecting the public health, safety or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Circulation Plan, PUD, Declaration and Supplemental Declarations.
 - d. Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Circulation Plan, PUD, Declaration and Supplemental Declarations.
 - e. Whether the proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the Improvements, facilities, utilities, or services provided by public agencies serving the subject property.



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- f. Whether the potential public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use and identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner to ameliorate such impacts.
5. All plans for the construction, repair or physical alteration of any Improvements to or on a Lot shall comply with the Design Code, PUD, Declaration and Supplemental Declarations and shall be submitted to the Design Review Board in advance.
6. In conducting such plan review, the Design Review Board may make suggestions for the types of materials, colors, massing of buildings, structures, and Improvements in Pointe-Marie Village. Development standards with respect to the appearance of Improvements, uniformity of appearance, colors, and materials shall be governed by this Design Code, PUD, Declaration and Supplemental Declarations for Pointe-Marie Village.
7. In reviewing any application, the Design Review Board shall confirm that the proposed Improvements will conform to proper architectural standards of appearance and design and will be in general conformity with the style and design of surrounding structures. These criteria plus those below are not intended to restrict imagination or variety, but rather to assist in focusing on design principles which can result in creative solutions that will develop a satisfactory visual appearance within the community, preserve taxable values, and promote the public health, safety, and welfare.

General Architectural Guidelines

1. Architectural style is restricted to French Colonial, Creole, Acadian and Caribbean based in classic vernacular styles. Evaluation of the appearance of any Improvements shall be based on the quality of its design and relationship to surroundings.
2. Buildings and Improvements shall have good scale and be in harmony with permanent neighboring development.
3. Building components, such as windows, doors, eaves, columns, column bays, dormers, roofs, roof slopes and parapets, shall have good proportions and relationships to one another.
4. Materials shall have good architectural character and shall be selected for harmony of the building and adjoining buildings.
5. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have similar materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from common areas.
6. Materials shall be of durable quality.



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7. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
8. Mechanical equipment or other utility hardware on roof, ground, buildings, or Improvements may be required to be screened from public view from the adjoining property at street level with materials harmonious with the Improvements or they shall be so located as not to be visible from any Common Areas when viewed from street level.
9. Exterior lighting shall be part of the architectural concept. Fixtures and all exposed accessories shall be harmonious with building design. Cut sheet of exterior lights must be included in the submission for plan approval.
10. To the extent permitted by the Declaration and any Supplemental Declaration, refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from view from common areas with screening masses compatible to the building design.
11. In addition to the requirements set forth in the Declaration and any Supplemental Declarations, the following factors and characteristics, which affect the appearance of a development, shall govern the evaluation of an application:
 - a. Preservation of natural landscaping
 - b. Conformance to Design Code, PUD, Declaration and Supplemental Declarations
 - c. Logic of design
 - d. Exterior space utilization
 - e. Architectural character
 - f. Attractiveness
 - g. Material selection
 - h. Conformity and compatibility with existing architectural styles
 - i. Traffic circulation — vehicular and pedestrian
 - j. Maintenance aspects

Permitted Uses



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1. Permitted uses in each phase of the development/districts shall be restricted by the PUD, Declaration and Supplemental Declarations.



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Architectural Code

The following General Conditions shall apply unless prohibited or restricted by the PUD, Declaration and Supplemental Declarations:

General Conditions

- 1) All plans and designs must be approved by the Design Review Board.
- 2) All plans for the construction, repair or physical alteration of any Improvements to or on a Lot shall comply with the Design Code, PUD, Declaration and Supplemental Declarations and shall be submitted to the Design Review Board in advance.
- 3) The Design Review Board shall review all applications for conformance with the Pointe-Marie Design Code. In addition, the Design Review Board shall review any and all aspects of architectural design that affect the character of Pointe-Marie, including but not limited to building placement, form, proportions, height and massing; and exterior details, materials, and color.
- 4) Building elements, fixtures, and materials specifically noted herein are subject to approval by the Design Review Board and shall be drawn and noted in submitted plans at the appropriate phase of design approval. Failure to do so may result in re-submittals and delay of the approval process.
- 5) Based upon such review, the Design Review Board shall approve, approve with stipulations, or disapprove applications for construction in its sole and uncontrolled discretion.
- 6) Variances to the Architectural Code may be applied for in the design-approval process and are granted at the sole discretion of the Design Review Board. Variances shall not be approved based on existing precedents nor shall approved variances be considered precedents for future applications.
- 7) The Design Code and its enforcement through review and approval are intended to regulate the aesthetic character of Pointe-Marie. All applications for building or Improvement construction are required to conform with applicable building and life safety ordinances, and applicants shall be responsible for obtaining all necessary permits and approvals from local regulatory agencies. In any case, where building, Improvements, or life safety ordinances conflict with the Design Code of Pointe-Marie, the Design Review Board shall be notified of the conflict.
- 8) The Design Code may be amended or supplemented by the Declarant in its sole discretion, without the approval of any Person, Owner or Mortgagee.
- 9) The following shall be subject to approval from the Design Review Board: Brick, mortar colors, awning colors and patterns, fence designs and exterior light fixtures.



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- 10) To the extent permitted by the Declaration and any Supplemental Declarations, the following shall be submitted to the Design Review Board for approval and if permitted, shall only be allowed in rear yards and where not easily visible from streets or paths: HVAC equipment ("silent" models preferred), utility meters, permanent grills, permanent play equipment and hot tubs (those at ground level must be covered).
- 11) The following shall not be permitted: Panelized wall materials quoins, keystones or wall perforations, , window air-conditioning units, exterior fluorescent lights, exterior flood lights, above-ground pools, (except those of the inflatable variety), scroll work and external alarm systems.
- 12) Stormwater Management: All Lots shall follow the Prescribed Drainage Measures listed below, or may submit an alternative drainage plan certified by a civil engineer as fulfilling its stormwater management requirements.
- 13) Elevation of buildings: Main buildings shall be elevated using raised slab wood or masonry pile foundations, or masonry stem walls and spread footings.
- 14) Finished floor elevations shall be a minimum of twenty-four inches above existing sidewalk with an exception for garages.
- 15) Adequate provisions shall be made for storm-water management on each Lot. Gutters discharging in front yard rear setback areas shall be collected to the interior of the Lot through underground piping. For all Courtyard Homes, courtyard/site drainage shall be designed and certified by a Louisiana licensed civil engineer.
- 16) All signs shall be subject to the terms of the Declaration and any Supplemental Declarations.

Massing

Preferred massing should follow that of the historic types as illustrated in Louisiana Speaks.

Excluding Porches and Balconies, the massing is limited to a maximum of 3 plan rectangles: These corresponding to main house, wing and garage.

1. Buildings shall be oriented parallel to a straight principal frontage line or on a line tangent to a curved frontage line. Lots shall have their principal frontage determined by the Design Review Board in its sole discretion. Principal frontage lines should be confirmed with the Design Review Board. Exceptions on irregularly shaped Lots shall be reviewed by the Design Review Board.
2. Houses on corner Lots shall have composed facades on both street frontages
3. The Declaration and Supplemental Declarations may require ground finished floors of building and Improvements to be raised a minimum of twenty-four (24") inches above the average sidewalk grade along the building frontage.
4. The Declaration and Supplemental Declarations may require permitted courtyards or patios within attached building types shall to be a minimum or maximum distance below adjoining gallery or interior-finish floor.



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5. Owners and architects are responsible for verifying locations of existing site utilities prior to design and construction. Relocation of utilities, if required and approved by the Design Review Board, shall be the owner's responsibility and at owner's cost.

Building Walls

1. Exterior building walls shall be made of concrete/masonry or wood stud and finished in stone, brick, stucco, or wood. Wood finishes included: wood clapboard, smooth sided Hardi plank, board and batten, or board on board, and then sealed with an approved color of paint or stain. All paint and stain colors must be approved for the location of use. Stucco finish shall be smooth (steel-troweled) only. The following items are prohibited: exposed CMU, wood grained Hardi siding/cement board.
2. Where a building party wall directly abuts a future building party wall, owners must provide +/- 1" setback from property line to accommodate stucco finish at outside face of party wall.
3. Foundation Walls, Piers and Pilings shall be parged block, smooth-finished poured concrete or wood. Retaining Walls shall be masonry and finished in stone, brick or stucco.
4. Undercrofts shall be skirted. Horizontal wood boards or framed wood may be installed, with spaces between members not larger than 1.5" or smaller than 0.75". Lattice (horizontal and vertical only) may be installed between wood piers and pilings, and brick screens may be installed between concrete piers and pilings.
5. Foundation walls may be articulated with projected stucco, exposed concrete, or stone facing. Stone facing shall be aligned with the wall. Stone must be natural stone.
6. Fully articulated Classical Orders shall be reserved for Civic Zones. Simplified classical wall elements, including but not limited to pilasters, entablatures, lintels, pediments, cornice eaves, and related moldings are permitted subject to approval of Design Review Board. Such elements shall be made of concrete, stucco, wood or stone.
7. Wall parapets may be flat, beveled, or rounded in section and may be horizontal or profiled in elevation. Profile designs are subject to approval of Design Review Board. Parapet copings shall be made of stucco, concrete, or stone.
8. Mechanical and non-mechanical foundation or wall vent openings shall be made of cast concrete/masonry units, wood or lattice/louvers, or ornamental metal grilles, subject to approval of Design Review Board.
9. Exterior stucco shall be applied without visible control joints and to temporary grounds at all corners and projections. Permanent beads or stops and control joints are strictly prohibited. Architects are advised to note as such in final building plans and to notify builder prior to stucco application.



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10. All stuccoed wall surfaces shall be primed and painted. Walls and Fences shall generally be constructed of the same material as the first floor of the primary building. Masonry piers with pickets made of wood or wrought iron (or approved metal) may replace solid masonry walls. Masonry walls shall be made of stuccoed or brick-clad concrete while gates shall be wood or wrought iron (or approved metal). Walls may be perforated.
11. Prohibited:
 - a. Panelized wall materials
 - b. Precast or foam applied molding (except when encased in 3-coat stucco finish), and trim o Plastic or metal stucco beads or stops
 - c. Stucco control joints where visible from a common area (except at abutment to adjoining house—placement to be coordinated with the Design Review Board)
12. Building walls may be built of no more than two materials and shall only change material along a horizontal line, i.e. board and batten may be combined with wood siding when the material change occurs horizontally. (typically at a floorline) With the heavier material below the lighter. Walls of a single building must be built in consistent configuration. Wood clapboard shall be horizontal.
 - a. Siding shall be horizontal maximum 8" to the weather.
 - b. Exposed Corner Joints are encouraged and shall be mitered.
 - c. Stucco or plaster coating may be applied to concrete block or poured concrete. Stucco shall be steel troweled smooth finish.
 - d. Foundation Walls for the primary building shall be exposed a minimum of 18" and a general maximum of 36" above grade.
 - e. Trim shall be minimum grade "B" trim lumber and shall not exceed 6" in width at corners and 4" in width around openings except at the front door where it may be any size or configuration. Exceptions may be granted for classical detailing. All trim must be smooth wood not to exceed 1 1/2" thickness. Wood grained Hardi/cement board is prohibited.

Roofs & Eaves

1. Roofs shall be clad in one of the following materials, in its natural color: galvanized aluminum in matte natural color galvanized color (5-V crimp or standing seam allowed), and slate as approved by the Design Review Board). Accent roofs metal of a charcoal color specified by the Design Review Board. Shingle roofs



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require overlapped clay ridge and hip caps as per colors and specifications as per the exhibit provided by the Design Review Board.

2. Gutters and Downspouts, when used, shall be made of galvanized steel, copper (not copper-coated), anodized or ESP aluminum in seamless half round or square profile. Metal chains may be used in lieu of downspouts. Downspouts shall be placed at the corner of the building least visible from nearby streets. Splash blocks shall be made of concrete, brick or gravel.
3. Flashing shall be copper, lead or anodized aluminum.
4. Flashing, gutters and downspouts shall be allowed to age naturally (not painted or sealed).
5. Principal building roofs on all freestanding buildings shall be a symmetrical hip or gable with a slope of 6:12 to 16:12. Also allowed are gabled hips, hipped gables, and flared hips. Historically authentic mansard roofs are also permitted when approved by the Design Review Board. Where garages meet in a party wall condition, gabled ends or flat roofs are encouraged. Principal building roofs facing a common area with ridge parallel to common area shall have a minimum 10:12 slope. Principal building roofs may be flat with parapet.
6. Ancillary building roofs (attached to or detached from principal walls or roofs) may be gabled, hipped, shed (no less than 6:12), domed, vaulted, or flat with a parapet. Roofs on towers shall be flat, domed or have a slope which matches the primary structure. Pigeonnier roof slopes may exceed 12:12.
7. All uninhabitable flat roofs shall be finished with a uniform topping of crushed limerock or painted white.
8. Parapets are encouraged to reflect vernacular conditions as found in French Colonial, French Creole, and Franco-Caribbean colonial towns. French and Parisian influences are acceptable based upon architectural merit and as approved by the Design Review Board.
9. Eaves shall be continuous, unless overhanging a balcony or porch. Roof slopes may break to a shallower pitch at the eave. A broken pitch roof (a roof which becomes shallower in slope at one-third of the distance from the eave to the peak) is encouraged. Bell curve eaves in the French Colonial/Creole tradition are encouraged. Corniced eaves are permitted if approved by the Design Review Board.
10. Eaves on the main building shall have an overhang that is either shallow (10"-16") or deep (32"-40"). Eaves on Outbuildings shall match the eaves of the main building if the latter are shallow, or shall be approximately half the size of the eaves of the main building if the latter are deep.
11. Eaves projecting more than six inches (6") shall be exposed and finished underside with roof tile and battens or wood decking. Eaves projecting six inches (6") or less may be exposed or closed with a concrete or stucco cornice molding.
12. Eaves may be exposed or closed with a concrete or stucco cornice molding
13. Exposed eaves shall be finished underside with roof tile and battens or wood decking.



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14. All exposed eaves shall be supported by painted KDAT wood rafter ends.
15. Building eaves extended to form balcony and porch roofs shall be exposed, with all required structural connectors concealed from view.
16. Beams and columns must be aligned.
17. Bay window roofs shall be independent of building roof and shall be hipped or shed.
18. Parapets at uninhabited roofs shall be at minimum eighteen inches (18") high.
19. Primary roofs and ancillary or incidental pitched roofs of stoops, porches, canopies, bay windows, pigeonniers, and the like may be made of metal or shingles.
20. Exposed gutters shall be square or half-round in profile. Downspouts shall be round in profile. Gutters and downspouts shall be made of unpainted copper to match flashing. Rain chains are permitted in lieu of leaders. Where extending over adjacent property line(s) or paths, gutter(s) are required and shall be returned within property lines wherever possible. Gutters may be concealed in roof or attached to eaves.
21. Dormers shall light habitable spaces, placed a minimum of 3" from side building walls, and have shed roofs with a minimum slope of 3:12 or hipped roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.
22. Roof Penetrations except stucco or brick chimneys, shall be placed so as not to be easily visible from streets or paths. Roof penetrations, except stucco or brick chimneys, shall be painted to match the color of the roof, except those of metal which may be left unpainted.
23. Skylights are permitted. Lanterns are permitted on pitched or flat roofs, subject to approval of the Design Review Board.
24. Prohibited:
 - a. Precast cornice moldings
 - b. Pressure-treated wood at exposed rafters
 - c. Rectangular or ogee-profiled gutters and leaders

Doors & Windows

1. Exterior doors shall be made of wood or metal-clad wood with impact-resistant glazing. Unglazed entry doors shall be of flat-paneled or board-faced construction. Exterior doors not along a street frontage may be made of flush wood or aluminum. All exterior doors shall be installed with brick molds. Doors shall be painted or stained.
2. Front doors including the entry door to the porch on Sideyard houses shall be located on the frontage line. However, for houses on corners, the principal entry shall be located on the side of the house facing the larger



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street. In the case of Courtyard Houses, front doors on corner Lots must always be located on the flank side of the house. Paired main entry doors shall be a maximum of four feet (4') finished opening.

3. Doors shall be hinged and, except for garage doors, shall be constructed of planks or raised panels (not flush with applied trim) which express the construction technique.
4. Garage doors shall be overhead sectional or side-hinged and shall be made of wood or metal. Metal doors shall be faced in wood at exterior and shall resemble swinging doors. Garage door design must be approved by the Design Review Board.
5. Garage door openings shall be a minimum of 8 ft. tall.
6. Garage doors facing an alley shall have a cantilevered light fixture centered above the door with an incandescent or LED bulb equivalent to 40 watts activated by a photocell. Garage doors shall be painted or stained.
7. Windows shall be predominantly operable sash type and made of wood or metal-clad wood with impact-resistant glazing. Windows and doors shall be glazed with clear glass, except as otherwise required. All windows shall be installed with brick molds.
8. Casement and fixed-window types may be used incidentally. Fixed windows must be sash set. Figural windows are permitted, subject to approval of Design Review Board.
9. Windows shall be rectangular, vertically proportioned and operable. Transoms may be oriented horizontally with panes having other opening configurations, but primarily horizontally proportioned. Multiple windows in the same rough opening shall be separated by a 4" minimum post or 1-1/2" wide minimum mullion. Windows and exterior doors shall be mounted within wall thickness at centerline or toward interior face of wall to allow operable shutters to be flush with exterior wall when closed. Window sills in masonry construction shall project a minimum of 1" from the face of the building.
10. Window Muntins are encouraged and shall be true divided lite or fixed on the interior and exterior surfaces. Individual window and door lites shall create panels of square or vertical proportion in 2:3 ratio. Lites within windows and doors of differing sizes shall be similarly proportioned. Individual lites shall be vertically proportioned. Muntins shall be traditionally profiled and no greater than one inch (1") in width.
11. Storefront windows in Village Center may be square in proportion, fixed, and made of wood or metal-clad wood. Metal windows are subject to approval of Design Review Board. Storefronts shall be painted a dark gloss color.
12. Bay windows shall extend to the ground or be supported by wood or concrete brackets of appropriate scale. Sides shall return to the building wall at a 45° or 90° angle.
13. Bay window walls may be faced in wood siding.



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14. Shutters shall be made of wood or a composite material (i.e.: composite PVC) approved by Design Review Board. [Timberlane Woodcrafters and Atlantic Premium Shutters make acceptable wood composite shutters.]
15. Shutters shall be operable, top- or side-hinged, or a combination, Shutters shall be properly sized to opening and equipped with holdbacks at building wall. Shutters shall be in louvered panel, solid panel (recessed), board-and-batten, or diagonal plank construction. Combinations of these types are permissible (i.e.: 2-panel shutter with louvers above and soled panel below) and are subject to approval of Design Review Board. Decorative cutouts are permitted subject to approval of the Design Review Board.
16. Security Doors and Window Grilles must be approved by Design Review Board.
17. Storm Windows and Screens shall be integral with the window. Screens shall be made of aluminum, brass, bronze or black vinyl.
18. Driveway Gates shall be in-swinging and have a maximum opening width of 12'
19. All wood doors, windows, shutters, entry doors, and gates can be either primed and painted or stained.
20. Crawl spaces shall have openings with vertical metal bars or vertical or horizontal lattice. Wire mesh behind the bars is required. For buildings with a masonry ground floor, undercroft openings for drainage and ventilation shall be a maximum of 1' tall and 3' wide.
21. Stucco Trim articulations shall be subject to approval by the Design Review Board.
22. Prohibited:
 - a. Horizontally sliding doors or windows
 - b. Radius bay windows
 - c. Dark-tinted or reflective glass
 - d. Glass block visible from a common area
 - e. Applied door moldings
 - f. Window-mounted air conditioning units
 - g. Molded PVC Shutters

Galleries, Porches, Stoops & Balconies

1. Porches shall be a minimum depth of 8 feet. Galleries at retail frontage shall be continuous along frontage and made of wood or metal. Decking at second- and third-story floors shall be made of wood, and railing shall be made of metal.
2. Attached Porches are not permitted in Village Center along a Common Area.



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3. Stoops are permitted at all building entries and may be covered by roofs or canopies. Stoops shall be no greater than 8 feet in length or depth.
4. Awnings shall have a metal structure covered with canvas or synthetic canvas in retail areas.
5. Galleries, colonnades, arcades, balconies and breezeways shall have vertically proportioned openings.
6. Porches, stoops, and balconies shall be made of stuccoed concrete/masonry, brick, stone, metal or wood. Stucco finish shall match building wall finish. Flooring at entry stoops, porches, and steps shall be made of stone, wood, exposed concrete, concrete pavers, brick, or colored cement tile. Tile, stone and brick selection is subject to approval of Design Review Board.
7. Porch and stoop roofs may be exposed or closed with wood deck or panel-and-batten ceiling. Balcony roofs shall be exposed. Required structural connectors at all exposed roofs shall be concealed from view.
8. Porch Railings shall be made of wood while Porch Floors and Posts may be wood or masonry. Porches may be enclosed with screens; Porch ceilings may be enclosed with painted wood; exposed joists shall be painted or stained.
9. Piers, columns, and posts shall be spaced to form square or vertically proportioned bays.
10. Piers and arches shall be made of stuccoed concrete/masonry, wood, stone or brick and shall be no less than twelve inches (12") in thickness. Metal colonnettes [define] shall be no less than 4" diameter. Wood structural posts shall be no less than six inches by six inches (6"x 6") nominal dimension.
11. Balconies shall be structurally supported by concrete beams or profiled sills, metal columns, joists or beams or metal brackets of appropriate scale, wood beams or brackets of appropriate scale.
12. Railings shall be made of wood or decorative metal with top and bottom rails. Railing enclosure shall be composed of pickets, spaced boards, or metal bars, centered on top and bottom rails. Decorative cutouts and picket patterns are permitted, subject to approval of Design Review Board.
13. Wood top rails shall be eased and bottom rails shall have a vertical section. Top and bottom rails shall be centered on the boards or pickets. The openings between the members shall be a minimum of 1" and a maximum of 4".
14. Openings in stuccoed concrete/masonry guard walls may be infilled with concrete screen block, brick, metal grilles, or wood railing, subject to approval of Design Review Board.
15. Screened porches are permitted. Screens shall be installed within porch structure openings, made of black vinyl, aluminum or bronze, and framed in wood and installed behind framed railings.
16. Column/post and beam faces shall be aligned and beams shall be exposed at interior face. Cased beam fascias shall overlap beam soffit.



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17. Fully articulated Classical Orders shall be reserved for Civic Zones. Simplified classical elements, including column and post bases and capitals, beams, and pediments are permitted, subject to approval of Design Review Board.
18. All stucco, metal, and wood at galleries, porches, stoops, and balconies visible from a common area shall be primed and painted, or stained. Wood floor decking may be stained or left unpainted.
19. Prohibited:
 - a. Unroofed wood decks in the front but is allowed in interior yard
 - b. Decorative scrollwork, molding or carving
 - c. Pressure treated wood when exposed to view. Pressure treated wood exposed to view must be planed and painted KDAT.

Fences, Garden Walls, Gates & Paving

1. A front fence is required in all Central Square District Lots.
2. The front fence must be:
 - a. Wood construction
 - b. All Fences are to be painted white
 - c. Pickets must be nominally 2" x 2" pickets placed at 3" on center.
 - d. The fence structure should be 36 inches in height.
 - e. Fence posts with or without decorative cap may be no more than 42 inches in height.
 - f. The design of fence must not be repeated within 500 ft.
 - g. Picket fences must return along the side property lines to align with the front elevation of the house.
3. Approved fences and walls are allowed at all Central Square side and rear adjoining Lot lines. Such fences and/ or walls shall not exceed six (6) feet in height unless otherwise approved by the Design Review Board.
4. All side walls and/ or fences must be offset from the front elevation of the home and connect to the picket fence return as per Section 2(g) above.
5. Fences made me made of wood and/or wrought iron or "wrought iron shaped" aluminum.
6. Garden walls and piers shall be made of stucco over frame, concrete/masonry with stucco, wood, stone or brick.
7. Garden walls and piers shall be capped with a coping made of stucco, wood, concrete, brick or stone.



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8. Garden wall bases may be articulated with projected stucco, wood, exposed concrete, brick or stone facing. Stone facing, if used, shall be 1 ½" minimum in thickness or shall be flush with stucco.
9. Fences and/or garden walls facing a common area shall abut existing garden or building walls and shall provide a vertical and/or horizontal transition to existing walls as required.
10. Non-passage openings on walls or fences greater than twenty-four inches (24") in width or height shall be provided with wood or masonry screens, subject to approval of Design Review Board.
11. Gates in garden walls shall be made of wood or decorative metal in paneled, board-and-batten, or picket construction. Decorative cutouts and picket patterns are subject to approval of Design Review Board.
12. Gates in building walls may be made of wood and/or metal. Decorative metal work is subject to approval of Design Review Board.
13. Driveway gates are required for driveways or parking courts accessed from a street. Gates shall be in-swinging, made of wood or decorative metal, and shall not exceed ten feet (10') in width.
14. All garden walls and fences shall be primed and painted. Gates may be painted or stained.
15. Paving associated with residential building entries, driveways, garage aprons, and on-site parking areas shall conform to the Building Function Standards, Item 3, as set forth herein.
16. Edge restraints shall be required and must be approved by the Design Review Board.
17. Radiused corners at driveway entries shall not exceed five feet (5').
18. Paving within private Yards and courts not visible from a Common Area and uncovered by roofs shall be composed of at least fifty percent (50%) pervious materials.
19. Prohibited:
 - a. Applied moldings at gates
 - b. Fiberglass, or vinyl gate and fencing material
 - c. Raised concrete curbs

Building Elements

1. Towers, where allowed, play a civic role. Their positions on private Lots shall intersect the centerline axis of the view to which they respond. A tower consists of a structure which protrudes one story (maximum of 20 feet) above the mean roof height of the principle structure, and shall be enclosed at the ground floor while the final floor may be enclosed or open air.
2. Chimneys shall be finished with stucco, brick or stone. Flues for pot belly stoves shall be metal.



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3. Chimneys shall be a min 2:1 proportion in plan and capped to conceal spark arresters. Flues shall be no taller than required by the Building Code. Fireplace enclosures and chimneys shall extend to the ground.
4. Chimney tops and flue caps may be formally elaborated, subject to approval of Design Review Board.
5. Exterior stairs, when visible from a common area, shall be made of stuccoed concrete/masonry, brick or stone. Masonry finish shall match building wall finish. Wood stairs are permitted on porches and stoops in residential districts. Flooring at steps and landings shall be made of exposed concrete, concrete pavers, brick, colored cement tile, or stone. Tile and brick selection is subject to approval of Design Review Board.
6. Wood Elements must be painted or sealed with an opaque or semisolid stain of colors approved subject to location of use, except walking surfaces which may be left natural.
7. Metal elements shall be natural-colored galvanized steel, anodized or ESP aluminum or manne-grade aluminum.
8. Classical Columns and Arches are reserved for the civic and commercial buildings. The Orders shall be Tuscan or Doric with correct proportions and profiles according to The American Vignola. Arches shall be no less than 8" thick.
9. Chimneys, wall buttresses (sixteen-inch [16"] minimum thickness), planters, fountains, basins, benches, and related civic amenities are allowed to encroach in required setback areas along pedestrian frontages. Decorative elements related to such features are subject to approval of Design Review Board.
10. Awnings shall be rectangular in shape with straight edges. Awnings may have side panels but shall not have a bottom soffit panel. Awnings shall not be backlit.
11. In-ground swimming pools may be approved within private Lots provided they are not readily visible from a Common Area. These will be considered a hard surface to be included in the total allowable footprint. Fountains and water basins may be approved.

Lighting & Signage

1. A minimum of 1, gas lantern located at the front of the house at the sides of the entry door facing a common area in residential districts. Size of the lanterns subject to approval of the Design Review Board.
2. Exterior Lighting shall include the following, activated by photo voltaic cells, the equivalent of one 40-watt maximum incandescent light at each front door and garage door, and the equivalent of one 25-watt maximum incandescent light at pedestrian paths, where applicable and a minimum of two 25-watt maximum equivalent on all property lines that are adjacent to pedestrian and bike paths.
3. To the extent permitted by the Declaration and any Supplemental Declarations, signs within the Village Center may be made of wood, cast aluminum, or thickly enameled steel. Further, such signs attached to



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buildings within the Village Center shall be integral with the storefronts, no larger than 18" in height and externally lit.

4. In Central Square and in RV Resort districts, it is encouraged to have a wooden sign consisting of up to 4 white planks each 2 inches tall by 18 inches long with 1 ½ inch lettering painted Wedgewood Blue #4c6b88 indicating the name of the home and its residents. There shall be no signage of any kind delineating that any Pointe-Marie home or Lot is for sale.

Structured Wiring & Home Automation

1. All structured wiring and home automation installations and the results thereof that can be experienced from beyond the boundaries of a Lot must be approved by the Design Review Board. No installation will be allowed that infringes upon the quiet enjoyment of other residents and guests.

Color

1. All Exterior Wood Siding shall be stained or painted. Marine oil may be used as a substitute for staining. Colors shall be approved by the Design Review Board.
2. Building Walls shall be one color per material used, lighter at the masonry base and darker at the wood second floor.
3. Colors of stucco shall be warm in tone and in the off-white, buff, light warm grey range, subject to approval from the Design Review Board. Paints for masonry applications shall have a flat finish.
4. An Accent Color, for items such as the front door, pickets, trim and shutters may be used subject to approval from The Design Review Board.
5. Walls and Fences shall be in the range of colors approved for their respective materials. Other colors may be added to the Paint & Stain List after consultation with the Design Review Board. Please refer to our current listing for pre-approved colors.

Pre-Approved Paint and Stain List

The location of use for all colors of paint and stain must be approved by the Design Review Board

Pre-approved paint and stain colors will be provided upon request.



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Landscape Code

1. Landscaping plans must be submitted to the Design Review Board for approval.
2. Landscape Plans indicating existing vegetation to remain (to be fenced temporarily during construction), proposed new vegetation identified by botanical name, common name, size, and quantity as well as landscape lighting and irrigation plan shall be included.

Design Review Policy

1. The function of the Design Review Process is to encourage the architectural harmony of Pointe-Marie. Owners are bound by regulations defined in the PUD, Design Code, Declaration and Supplemental Declarations.



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2. No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on a Lot, until:
 - a. plans and specifications prepared by (or stamped by) an approved designer or architect licensed under the laws of Louisiana, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, and the grading and drainage plan of the Lot and plans for landscaping of the Lot on which the Improvements are to be erected and all other requirements of the Design Code shall have been submitted to and approved in writing by a majority vote of the Design Review Board and a copy thereof as finally approved lodged permanently with the Design Review Board;
 - b. a complete list of all builders, contractors and architects that will perform work on a Lot is submitted in writing by the Owner to the Design Review Board and is approved; and
 - c. Owner complies with the plan approval process and all requirements of the Declaration and all Supplemental Declarations.
3. Limitations of Responsibilities. The primary goal of Design Review Board is to review the plans and construction documents to ascertain that the Improvements will thoroughly comply with the Design Code, PUD and all the restrictions set forth in the Declaration and any Supplemental Declarations. The Design Review Board does not assume responsibility for the following:
 4. The structural adequacy, capacity, or safety features of the structure and/or Improvement.
 5. Non-compatible or unstable soil conditions, soil erosion, etc.
 6. Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.
 7. The performance or quality of work of any architect or contractor.
 8. Ensuring that all plans and specifications comport with proper and reasonable engineering and construction procedures, or any particular fitness for use.
9. Review Policy:
 - a. Failure of the Design Review Board to review, approve or disapprove plans shall not be deemed an approval by the Design Review Board.
 - b. The Design Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.
 - c. The Design Review Board may also deny approval because the application is incomplete or inadequate.
 - d. If approval is not granted, a revised application may be submitted and reviewed in the same fashion as the initial application and the Design Review Board reserves the right to charge an additional review fee.



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- e. If any submitted plans are withdrawn by the applicant or materially modified by the applicant, the Design Review board reserves the right to charge the applicant an additional review fee.
 - f. The Design Review Board, at its sole and uncontrolled discretion, has the right to approve any waivers or deviations from the Design Code, the Declaration or Supplemental Declarations that it deems appropriate.
 - g. An Owner may appeal a decision made by the Design Review Board by petitioning the Board of the Association to review the decision. The decision reached by the Board of the Association shall be in its sole discretion and shall be final, binding and nonappealable
10. Application Withdrawal.
- a. An application for withdrawal may be made without prejudice; provided, however, in the event that any submitted plans are withdrawn by the applicant or materially modified, the Design Review Board reserves the right to charge the applicant an additional review fee
11. Variances.
- a. If there are any requested variances to the Design Code, Declaration or Supplemental Declarations, the applicant must submit a written description of them and the justification based on merit or hardship.
 - b. The Design Review Board, at its sole and uncontrolled discretion, has the right to approve any waivers or deviations from the Design Code, Declaration or Supplemental Declarations that it deems are appropriate.
 - c. Any variance granted shall be considered unique and will not set precedence for future decisions.
12. Approval of Architects/Designers and Builders
- a. A complete list of all designers, architects, builders and contractors that will perform work on a Lot must be submitted as part of the plan review process.
 - b. The Design Review Board shall have the power to determine that any designer, architect, builder or contractor is unsuitable for construction or architectural work on any Lot within Pointe-Marie and to prohibit the designer, architect, builder or contractor from working on any project or Lot.
 - c. All designer, architect, builder or construction tradesman must be preapproved by the Association to build in Pointe-Marie.
 - d. A list of pre-approved designers, architects, builders and contractors who understand the high quality of construction expected at Pointe-Marie is available upon request.
 - e. A designer, architect, builder or contractor not on the list must receive preapproval from the Association.
13. Waiver and Additional Requirements.
- a. The Design Code has been adopted to assist the owners in connection with the design review procedure.
 - b. The Design Review Board, at its sole and uncontrolled discretion, has the right to approve any waivers or deviations from the Design Code, the Declarations or Supplemental Declarations that it deems appropriate.



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Preapproved and recommended Architects and Designers:

Cooper Johnson Smith Architects and Town Planners
Don Cooper and Stephen Smith
102 South 12th Street
Tampa, FL 33602
(813) 273-0034
cjsarch.com
bsmith@cjsarch.com

Design Perspective
Kevin Royston
1200 Camelia Blvd., Suite 202-B
Lafayette, LA 70506
(337) 962-5771
designperspective.net
designperspective@cox.net

Preapproved and recommended Builders:

Shivers Homes
Stephen and Bailey Shivers
213 Rue Fontaine
Lafayette, LA 70508
(337) 981-0999
shivershomes.com

RLS Properties
Lance Stutes
107 Henderson Road
Lafayette, LA 70508
(337) 852-0457
rlspropertiesllc.com

Ingram Builders
Chris Ingram | Ryan Ingram
16326 Blaise Road
Prairieville, LA 70769
(225) 622-4663
ingrambuilds.com

The Design Approval Process

Process:



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- All plans for the construction, repair or physical alteration of any Improvements to or on a Lot shall comply with the Design Code, PUD, Declaration and Supplemental Declarations, and shall be submitted to the Design Review Board in advance.
- The Design Review Board shall review the plans to ascertain that the Improvements will thoroughly comply with the Design Code, PUD and all the restrictions set forth in the Declaration and any Supplemental Declarations. In order to assure that location and size of Improvements will be harmonious, the Design Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any Improvement upon all Lots. The criteria for approval by the Design Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment.

Fees and Scheduling:

1. Fees:
 - a. An administrative review fee of \$500.00 will be charged for the review and approval process. The review fee shall be due and payable to Pointe-Marie Property Owners Association, Inc., at the presubmission meeting. In the event that any submitted plans are withdrawn by the applicant or materially modified, the Design Review Board reserves the right to charge the applicant an additional review fee.
2. STEP 1. Review Documents:
 - i. In order to proceed, you should have reviewed the PUD, Declaration, Supplemental Declarations and this Design Code.
3. STEP 2. Presubmission Meeting.
 - a. Prior to submission of plans to the Design Review Board, the Owner (without any architect or designer) must schedule a presubmission meeting with the Design Review Board to discuss the Lot, the approval process and the spirit of the Design Code. This is required so that the Owner has a clear understanding of Pointe-Marie, the Design Review Process and Design Code, in order to prevent unnecessary misunderstandings, modifications and revisions to the plans.
 - b. As a part of this conversation, Owner shall be prepared to discuss all designers, builders, contractors and architects that will perform work on a Lot.
4. STEP 3. Sketch Review.
 - a. Submit Sketch Review Application (see attached form), which requires the following:
 1. Sketched Site Plan with Dimensions (at 1/8" scale).
 - a. North Arrow.
 - b. Property lines and setbacks with dimensions from adjacent properties on all 4 sides.



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- c. Building footprints with entries, porches and balconies delineated and overhangs shown as dashed line.
 - d. Location of parking on site.
 - e. Drives and walks, with dimensions of each.
 2. Any garden information.
Sketched Floor Plan with Dimensions (at 1/4" scale).
 3. Sketched Elevations with Dimensions (at 1/4" scale).
 - a. Porches, balconies, doors, and windows.
 - b. Principal materials rendered and specified.
 - c. Height of each floor, eave and maximum height in relation to ground level.
 - d. Roof pitch.
 4. Perspective Sketches (optional).
 5. Roof plan.
5. STEP 4. Submit Preliminary Review Application (see attached form), which requires the following:
 - a. Topographic and boundary survey
 - b. Preliminary landscaping plan
 - c. Preliminary site plan
 - d. Preliminary floor plans and roof plan
 - e. Preliminary elevations
 - f. Outline specifications
 - g. Footprint & Impervious Area Calculations Form (attached)
 - h. Architect's Affidavit
6. STEP 5. Submit Construction Documents for Review.
 - a. ****Be sure to submit Construction Document Review before sending projects out to bid.****
 - b. **Conformity to applicable local regulations and building codes is the responsibility of your architect or builder.**
 - c. Submit the Materials and Finishes list (see attached form).
 - d. Submit detailed Construction Documents, which also requires the following:
 - i. Site Plans (at 1/8" scale) showing all items required to submit Sketched Site Plans (see list above)
 - ii. Floor Plans (1/4" scale) showing:
 1. Rooms dimensioned and uses labeled.
 2. All Windows and doors with swings shown.
 3. All overhangs of doors and roofs as dashed lines.
 4. Overall dimensions.
 5. Total square footage (enclosed and porches shown separately).
 - iii. Elevations (1/4" scale) showing all items required to submit Sketched Elevations with Dimensions (see list above)
 - iv. Details (3/4" = 1' or 1/12" = 1') showing:
 1. Water table (if any).
 2. Eaves.
 3. Door and window surrounds.



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4. Porches.
 5. Others as requested by the Pointe-Marie Design Review Board.
 - v. A complete list of all builders, contractors and architects that will perform work on a Lot.
7. STEP 6. Final Review Application (see attached form), which requires the following:
 - a. Site plan
 - b. Floor plans
 - c. Exterior elevations
 - d. Roof plan
 - e. Construction specifications
 - f. Exterior color selections with color samples (may also be selected during construction process.)
 - g. Landscape plan
 - h. Exterior Lighting Selections
 - i. Architect's Affidavit
8. Variances: If there are any requested variances to the Design Code, Declaration or Supplemental Declarations, the applicant must submit a written description of them and the justification based on merit or hardship. The Design Review Board, at its discretion, has the right to approve any waivers or deviations from the Design Code, Declaration or Supplemental Declarations that it deems are appropriate. Any variance granted shall be considered unique and will not set precedence for future decisions. Further, written approval of the Association must be obtained by an Owner for any waiver of the City/Parish Unified Development Code the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Association must nevertheless receive Association approval.
9. Each Owner shall cause its contractor to comply with the contractor rules and regulations that are established by the Association from time to time. Prior to commencement of construction of any Improvements on any Lot, the Owner shall make (or the Owner shall cause his or her contractor to make) a construction deposit payable to the Association in an amount to be established by the Association, by taking into consideration the duration of the construction period, complexity of the construction job, and the size of the Improvements being constructed. The initial construction deposit is Two Thousand Dollars (\$2,000) and shall be payable to Pointe Marie Property Owners Association, Inc.



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Submittal Forms

1. Sketch & Construction Document Application
2. Materials and Finishes List
3. Builder Application page 1
4. Builder Application page 2
5. Construction Notice of Commencement
6. Construction Agreement
7. Application for Sketch Review
8. Application for Preliminary Review
9. Footprint and Area Calculations
10. Application for Final Review
11. Application for Modifications to Approved Plans
12. Application for Color Approval
13. Design Review Board Response Form

Sketch & Construction Document Application



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Owner Information

Name: _____

Address: _____

Telephone: _____

Email: _____

Architect Information-

Name: _____

Address: _____

Telephone: _____

Email: _____

Two sets of drawings are to be submitted

Date Submitted

Signature



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Materials and Finishes List

Lot: _____

Identify the proposed exterior materials and colors as noted below. Include pertinent information or samples, such as photographs or cut sheets. Include color sample board for all painted, stained, or factory- colored materials.

Elements:

Description:

Walls _____

Windows _____

Doors (Main Entrance) _____

Doors (Other) _____

Garage Doors _____

Driveway _____

Walks _____

Fence Gates _____

Railings _____

Deck _____

Roofing _____

Gutters _____

Soffit _____

Lighting _____

Shutters _____

Chimneys _____

Date Submitted

Signature

Builder Application page 1

Contact Information

Date	
Name	
Street Address	
City ST ZIP Code	



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Home Phone	Work Phone
Cell Phone	Fax
E-Mail Address	
Contractor's / Builder's License Number	

Please provide the following references from three previous clients and one financial reference:

Reference #1

Project Name			
Contact Name			
Company Name			
Street Address			
City ST ZIP Code			
Home Phone	Cell Phone		
Work Phone	Fax		
E-Mail Address			

Reference #2

Project Name			
Contact Name			
Company Name			
Street Address			
City ST ZIP Code			
Home Phone	Cell Phone		
Work Phone	Fax		
E-Mail Address			

Reference #3

Project Name			
Contact Name			
Company Name			
Street Address			
City ST ZIP Code			
Home Phone	Cell Phone		
Work Phone	Fax		
E-Mail Address			

Builder Application page 2

Financial Reference

Project Name	
Contact Name	
Company Name	



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Street Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Please return the completed application and the signed Construction Agreement to the Design Review Board at the address shown below.

Signed: _____
Builder Title

Pointe-Marie Design Review Board
14200 River Road
Baton Rouge, LA 70000
Office (225) 769-8900
Fax (225) 769-8901
Email: PMDRB@pointemarie.com



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Construction Notice of Commencement

Date		Lot		Block	
Owner					
Name					
Street Address					
City ST ZIP Code					
Home Phone		Cell Phone			
Work Phone		Fax			
E-Mail Address					
Builder					
Company					
Contact Name					
Street Address					
City ST ZIP Code					
Home Phone		Work Phone			
Cell Phone		Fax			
E-Mail Address					
Contractor's / Builder's License Number					

Owner(s) and Builder hereby notify the Design Review Board that they plan to begin construction in accordance with the approved plans and specifications for the above Lot.

Builder/ contractor certifies that he is an approved builder/ contractor in good standing with the developer of Pointe-Marie, and hereby affirms the representations and agreements made in the Builder Application on file with the Design Review Board.

Owner(s) and Builder agree that the Design Review Board or its agent may inspect the construction site at any time and shall have all rights under the Design Code, Declarations and Supplemental Declarations to stop any construction not performed in a safe and workmanlike manner in accordance with the approved plans and specifications. Owner(s) and Builder recognize and agree that any changes to the approved plans and specifications must be approved in advance by the Design Review Board.

Owner(s) and Builder recognize and agree that the Design Review Board, the Declarant of Pointe-Marie and its agents and employees are concerned primarily with aesthetic considerations and are not liable for any design or construction defects affecting the safety or structural integrity of the home to be constructed on the above Lot.

Please return the completed application and the signed Notice of Construction Commencement to the Design Review Board.

_____ Owner _____ Builder



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Construction Agreement

Pursuant to the Pointe-Marie Design Code, the undersigned Builder agrees to and understands the following conditions within Pointe-Marie:

1. I, _____, have reviewed and understand the Pointe-Marie Design Code and agree to construct all projects in accordance with final plans and specifications as approved for the project by the Design Review Board. I understand that any changes to the final plans and specifications must be approved by the Pointe-Marie Design Review Board prior to implementation.
2. I agree to follow all applicable Building Codes (Including State, Parish and municipal codes) at all times. I understand that the Design Review Board is intended only to assure compliance with the aesthetic concerns of the Pointe-Marie Design Code and neither the Design Review Board nor the Developer/Declarant of Pointe-Marie is liable for any design or construction defects affecting the safety or structural integrity of any Improvements.
3. I have reviewed and understand requirements for storm water and erosion control, and any and all related other ordinances applying to development in Pointe-Marie.
4. I understand and agree that I am responsible for any and all damage to the streets, sidewalks and Common Areas during construction. Upon completion of construction on a Lot, I understand it is my responsibility to restore the sidewalk on such Lot to its original condition with a broom finish.
5. I am responsible for maintaining a clean construction site at all times. I agree to furnish trash containers and keep the Lot and surrounding Common Areas free from accumulation of waste materials at all times. All workers will pick up all paper and debris each day before leaving the site. Trash shall not be allowed outside of the Design Review Board approved designated trash and scrap area. Upon completion of the work, all remaining waste materials shall be disposed of legally, and tools, construction equipment, machinery and surplus material shall be removed from the site. No dumping or burning is allowed. No concrete truck wash out or spillovers are allowed. If I fail to maintain a clean construction site as stated herein, the Design Review Board will have the right to perform, without notice, any cleanup necessary and charge me accordingly.
6. I understand that spray painting is not allowed on the exterior of the house or outside of any Improvements.
7. I am responsible for the behavior and actions of all workers and subcontractors who do work on my project while they are in Pointe-Marie. I understand that abusive language, cat calls and cussing will NOT be tolerated. All radios are banned from use at construction sites and within the Pointe-Marie property. Contractors and sub-contractors are not allowed to bring dogs or other pets in Pointe-Marie.
8. I understand that it is the intent of the Design Review Board and the Developer/Declarant to maintain and preserve as much of the natural vegetation as possible. I will not clear or damage the vegetation outside of the building and drive areas. Prior to the start of any site construction I will by means of a temporary fence barricade any area of vegetation that is to be preserved outside of the building and driveway areas.



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9. I understand that all construction activity and all construction personnel shall not begin work earlier than 7:00 a.m. and must end work by 6:00 p.m. Monday through Saturday. There shall be no construction activity on Sunday or on any principal holidays without the express permission of the Developer.

10. All vehicles and workers must abide by the traffic access and parking plan designated by the Developer/Declarant from time to time. All roadways and walkways must be kept open for the passage of through traffic. Parking needs to be restricted to designated areas. Driveways of other residences cannot be used at any time. I understand and agree the following fine system is in place with regard to speeding:

1st violation: Verbal warning with a notification to the General Contractor,

2nd violation: \$25 fine (to Owner or General Contractor),

3rd violation: \$50 fine to Owner and General Contractor and vehicle will need to be parked each day in an area designated by the developer.

11. I am responsible for containing work activity on the job site, taking care that it does not encroach on any adjacent Common Area.

12. I will carry and keep in force at all times the following minimum insurance coverage, and at the signing of this Agreement, have provided evidence of such coverage to the Developer:

(a) Workmen's compensation as required by law and

(b) Commercial General liability insurance with a minimum limit of \$1,000,000 per occurrence.

13. I understand that any construction being executed in a poor and unworkmanlike manner, or in violation of, or inconsistent with the plans previously approved by the Design Review Board may be stopped by the Design Review Board, or the Association of Pointe-Marie, until the work has been corrected to the satisfaction of the Design Review Board, or Association.

14. I understand and agree to the following fine system that is in place to remedy any failure on my part to abide by the above conditions.

1st violation: Verbal warning to offender and/or the Contractor

2nd violation: \$50 fine to Owner or the Contractor

3rd violation: \$100 fine to Owner or Contractor

15. I understand and agree that failure to abide by any of the above rules, or failure to require compliance by my employees or subcontractors, or the lapse of any of the insurance requirements will, at the Design Review Board and/or Association's discretion, result in suspension of my building privileges within Pointe-Marie.

16. I agree to provide the Design Review Board with a Notice of Commencement prior to the start of construction.



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17. I further agree to contact the Architect upon completion of construction and in cooperation with him/her sign and submit the Contractor's Affidavit of Final Inspection and Compliance to the Pointe-Marie Design Review Board.

18. I agree that all construction signage must conform to the Design Code and be approved by the Design Review Board prior to installation. Signs are currently prohibited.

This _____ day of _____, _____.

BUILDER/ CONTRACTOR:

Signature

Print Name



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Application for Sketch Review

Please complete and return this Application along with two complete sets of the materials listed below and a check in the amount of \$500.00 made payable to Pointe-Marie Property Owners Association, Inc. for the Design Review Fee. In addition to the hard copies, the full set of plans, including plot plan, drawings and all other required documents, must be submitted by email. The current email address is PMDRB@pointemarie.com.

1. Sketched Site Plan with Dimensions (at 1/8" scale).
2. Sketched Floor Plan with Dimensions (at 1/4" scale).
3. Sketched Elevations with Dimensions (at 1/4" scale).
4. Perspective Sketches (optional).

To be completed by Applicant:

Date		Lot		Block	
------	--	-----	--	-------	--

Owner

Name			
Street Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Architect

Company			
Contact Name			
Street Address			
City ST ZIP Code			
Home Phone		Work Phone	
Cell Phone		Fax	
E-Mail Address			

Architect

Print Name



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Application for Preliminary Review

Please complete and return this application along with two complete sets of the materials listed below:

1. Topographic and boundary survey
2. Preliminary landscaping plan
3. Preliminary site plan
4. Preliminary floor plans and roof plan
5. Preliminary elevations
6. Outline specifications
7. Footprint & Impervious Area Calculations Form (attached)
8. Architect's Affidavit

To be completed by Applicant:

Date		Lot		Block	
------	--	-----	--	-------	--

Will this home be put on the rental program?	Yes	No
--	-----	----

Owner

Name			
Mailing Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Architect

Company			
Contact Name			
Street Address			
City ST ZIP Code			
Home Phone		Work Phone	
Cell Phone		Fax	
E-Mail Address			

Architect

Print Name

Footprint and Area Calculations

To be submitted along with Preliminary Review Application



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Date		Lot		Block	
------	--	-----	--	-------	--

Lot Area Square Footage *:	
Square Footage (Heated and Cooled):	
Square Footage (Porches):	
Total Square Footage:	

Maximum Footprint Allowed* - Main House (32%):	
Proposed Footprint of Main House:	
Proposed Footprint (Heated and Cooled):	
Proposed Footprint (Porches):	

Maximum Footprint Allowed* - Outbuilding:	
Proposed Footprint of Outbuilding:	

Maximum Impervious Area* (60%):	
Proposed Impervious Area:	

Minimum Water Retainage*:	
Proposed Water Retainage:	

*Refer to Footprint and Impervious Area Chart in Architectural and Design Code

Architect

Print Name



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Application for Final Review

Please complete this Application and return along with two complete sets of the final construction documents as listed below.

1. Site plan
2. Floor plans
3. Exterior elevations
4. Roof plan
5. Construction specifications
6. Exterior color selections with color samples (may also be selected during construction process.)
7. Landscape plan
8. Exterior Lighting Selections
9. Architect's Affidavit

To be completed by Applicant:

Date		Lot		Block	
------	--	-----	--	-------	--

Will this home be put on the rental program?	Yes	No
--	-----	----

Owner

Name			
Mailing Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Architect

Company			
Contact Name			
Street Address			
City ST ZIP Code			
Home Phone		Work Phone	
Cell Phone		Fax	
E-Mail Address			

Architect

Print Name



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Application for Modifications to Approved Plans

To be completed by Applicant:

Date		Lot		Block	
Will this home be put on the rental program?			Yes	No	

Owner

Name			
Mailing Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Architect

Company			
Contact Name			
Street Address			
City ST ZIP Code			
Home Phone		Work Phone	
Cell Phone		Fax	
E-Mail Address			

Brief description of proposed change(s):

--

Attach letter of intent with more complete description if necessary, along with all drawings, site plan, and materials cut sheets or samples as necessary to adequately show change.

Architect

Print Name



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Application for Color Approval

Date		Lot		Block	
------	--	-----	--	-------	--

Owner		Architect	
-------	--	-----------	--

Submitted By

Print Name

Location	Color Name	Color Number	Manufacturer
Walls/Siding			
Trim			
Columns			
Windows			
Doors			
Shutters			
Balustrades			
Porch/Deck Flooring			
Roof			
Foundation			
Fence/Pylons/Pickets			
Pavers			

Comments:

--

(NOTE: For colors specified by manufactures other than Devoe and Benjamin Moore, a color chip must accompany this application.)

Architect

Print Name



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Design Review Board Response Form

Date		Lot		Block	
Owner					
Architect					
Builder					

The Design Review Board has received and reviewed the form(s) indicated:

<input type="checkbox"/>	Form A Sketch and Construction Document Application
<input type="checkbox"/>	Form B Materials and Finishes List
<input type="checkbox"/>	Builder Application
<input type="checkbox"/>	Construction Notice of Commencement
<input type="checkbox"/>	Construction Agreement
<input type="checkbox"/>	Application for Sketch Review
<input type="checkbox"/>	Application for Preliminary Review
<input type="checkbox"/>	Footprint and Area Calculation
<input type="checkbox"/>	Application for Final Review
<input type="checkbox"/>	Application for Modifications to Approved Plans
<input type="checkbox"/>	Application for Color Approval

<input type="checkbox"/>	Approved
--------------------------	----------

<input type="checkbox"/>	Denied
--------------------------	--------

DRB Comments:

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Design Review Board

Print Name



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Exhibit C

Landscape Code

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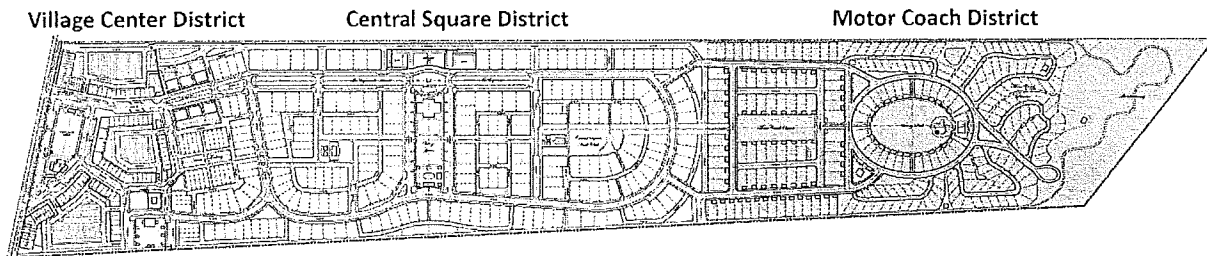
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Landscape Code

The purpose of this Code is to ensure visual harmony and sustainability of landscape installations throughout the Pointe-Marie community.

General Guidelines and Standards

Information contained herein shall be used by a Louisiana licensed landscape architect, with prior approval from the Design Review Board to design within Pointe-Marie, to create simple, artful compositions that compliment adjacent architectural facades and will grow in harmony with the streetscape built by the developer.



It is anticipated that Pointe-Marie community will be comprised of three distinct districts illustrated in the image above; Village Center District, Central Square District and Motor Coach District. It is also anticipated that there will be a 5K Trail that loops along the perimeter of the community that can be seen above. The Landscape Code is organized in six (6) sections; General Guidelines and Standards (this section), Village Center Landscape Guidelines, Central Square Landscape Guidelines, Motor Coach Landscape Guidelines, 5K Trail Landscape Guidelines, and Pointe-Marie's Native & Adaptive Recommended Plant List. The landscape architect shall review the current development plan to determine the district within which a project is to be designed, follow both the General Guidelines and Standards section and the specific section pertaining to the district within which the project falls, verify whether or not the project is adjacent to the 5K Trail, and follow the Code as it relates to the 5K Trail if the project abuts the trail.

All Lots/projects shall conform to the minimum landscape criteria set forth in the current Landscape Design Code for Pointe-Marie or their successors. Questions concerning the interpretation of the Landscape Design Code shall be directed to the Design Review Board.



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Street Tree Planting

It is Pointe-Marie's intention to plant trees in the cut-outs seen along the streets. The landscape architect shall take this into account when designing landscapes adjacent to streets. The landscape plan shall compliment the streetscape and avoid planting vegetation that will adversely affect street tree plantings.

Plant Material

Plant material shall be of appropriate scale and growth habit as it relates to the project. Landscapes shall be attractive at the time of installation and planned in a manner that ultimate beauty is realized at maturity. All plant material visible from a street or common area shall conform to the standards set forth in the following publications upon installation:

1. American Standard for Nursery Stock (Latest Edition)
2. Horticultural Standards, American Association of Nurserymen (Latest Edition)
3. American Joint Committee on Horticultural Nomenclature (Latest Edition)

Turf

The use of a certified Class A sod to quickly establish a vigorous turf and control erosion is required on all residential Lots/projects and strongly encouraged for use on commercial sites. St. Augustine var. 'Palmetto', Zoysia var. 'Geo', Bermuda var. 'Celebration' and Centipede are allowed. Shade tolerant St. Augustine var. 'Palmetto' or Zoysia var. 'Geo' turf grasses are encouraged due to the limited space and resulting sunlight between structures. Other species and varieties of turf grass will be considered as turf farms change offerings. It is recommended that a proposed lawn match the species and variety of an existing adjacent lawns that touch one another or that an appropriate device be used to maintain each stand of turf grass.

Turf establishment utilizing seed suspended in a hydromulch product approved by the Design Review Board is permitted between the June 1st and August 15th and for an application of one or more contiguous acres. Hydromulch applications must be performed in accordance with the mulch manufacture's specifications and applied to an irrigated, meticulously prepared seedbed free of debris. The seedbed and applied products shall be maintained throughout the turf establishment period. Any washouts, rivulets or other imperfections in the seedbed shall be corrected immediately and new hydromulch applied. It is the Lot/property owner's responsibility to reestablish turf disturbed during construction within the road right of way.



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Buffers

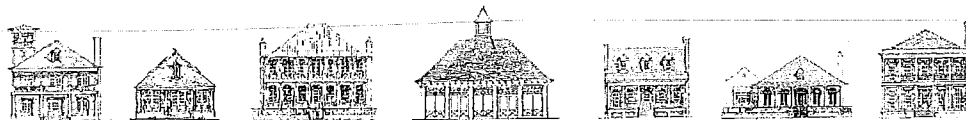
Buffers shall be used throughout the Pointe-Marie community where unsightly objects, building facades or utilitarian areas can be seen from an offsite location or where incompatible land uses are adjacent to one another.

Utility components including meters, transformers, pedestals, switch gear, electrical panels as well as pool equipment, air conditioners must be screened from view from an adjacent street, alley or common area using an approved sight-proof fence and/or evergreen hedge. The height of the screening device shall be at least as tall as the item to be screened. The minimum distance of the screen from the element being screened must meet all applicable municipal building codes.

Building facades deemed unattractive by the Design Review Board must be screened in accordance with the buffer guidelines.

Any unsightly object, area or façade shall be screened with evergreen vegetation that will completely cover or obscure the view within 3 years. Depth, mixture of plant heights, aesthetic composition shall be considered when designing a vegetative buffer. A mixture of hardscaping and evergreen vegetation should be employed when planting alone will not screen an offending item. Fences located along the perimeter of the object or property line between two adjacent properties may be utilized. The fence must be constructed with visually appealing materials that is in keeping with the Architecture Code and approved by the Design Review Board prior to construction. Vegetation used in conjunction with hardscape elements must completely cover or obscure the view within 3 years.

Buffers are required between commercial and residential land uses and between single family and multi-family dwellings. Vegetative buffers between single-story commercial and residential land uses must be a minimum of 20' wide and composed of plant material of varying height; 10' wide when plants are used in conjunction with the hardscape elements. Vegetative buffers between single-story single-family and multi-family dwellings must be a minimum of 10' wide; 5' wide when plants are used in conjunction with the hardscape elements. Width of the buffer shall be increased by 5' per floor (excluding the first floor) to form an effective screen when multi-story buildings are planned on a commercial or multi-family site.



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The buffer requirement remains where a street or alley separates incompatible land uses. Buffer requirements in these situations shall follow the guidelines herein or handled on a case-by-case basis by the Design Review Board.

Maintenance

The Lot/property owner shall maintain in perpetuity all trees, ornamental landscaping and turf within their property. All vines or otherwise spreading vegetation shall be confined to the Lot it is planted on. All required landscape luminaires shall be in working order, securely mounted and remain in their original position. All supplemental landscape luminaries shall be focused within the property they are installed and not directly into an offsite structure. All irrigation systems shall be in working order at all times and backflow devices shall comply with current sanitary standards.

Under no circumstance shall a Lot/property owner or their agent alter or prune offsite vegetation along a street or Common Area without the expressed written consent of the Master Association. Any offsite vegetation considered to be unsightly or a hazard should be brought to the attention of the Master Association.

Exceptions to the Regulations

Applicants may request a variance to the Pointe-Marie Landscape Code by submitting a written request to the Design Review Board for alternative compliance. A variance may be granted when compliance with the regulations would result in damage to existing infrastructure, create an unsafe condition or if unusual conditions exist.

Landscape Plan Requirements

A Landscape plan, irrigation plan, and lighting plan shall be submitted to the Design Review Board in accordance with the plan review policy described in the Master Declaration. These plans shall be prepared by a Louisiana licensed landscape architect with prior approval from the Design Review Board to design within Pointe-Marie and shall conform to the following minimum requirements:

All landscape, irrigation, and lighting plans to:

1. Be drawn to $\frac{1}{4}'' = 1'$ scale or $\frac{1}{8}'' = 1'$ and placed on a 24" x 36" formatted sheet (larger if needed to accommodate the scale requirements).



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2. Include a graphical scale and north arrow.
3. Include a title block containing project owner's name, address and lot number.
4. Bear the seal and contact information of the landscape architect.

Landscape Plans to:

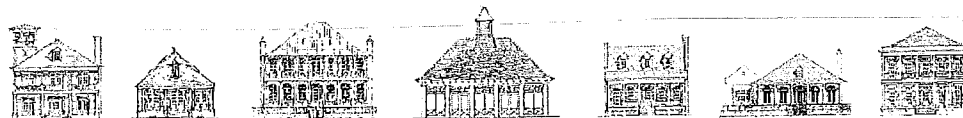
1. Indicate existing vegetation to remain (to be fenced temporarily during construction).
2. Show existing or proposed off-site street trees that are adjacent to the Lot/project.
3. Annotate all proposed material including common name, scientific name, size, spacing and form.
4. Clearly illustrate the distribution of plant material by using a tick or other graphical style to indicate the center of each tree or shrub. Ground cover to be shown in mass and clearly annotate the quantity within each mass.
5. List the total square footage of greenspace within the limits of the Lot.
6. Show the percentages of lawn, permeable surfaces and landscaped areas that combine to total the square footage of greenspace on the Lot.
7. Illustrate the entire drainage system (or submit a separate drainage plan).

Irrigation Plan to:

1. Indicate location of system controller, sensors, backflow device, piping and valves.
2. Illustrate separate turf and landscape bed zones.

Lighting Plan to:

1. Indicate existing adjacent off-site light sources i.e. street lights, bollard lights etc.
2. Illustrate the distribution of all landscape luminaires (lights).
3. Annotate as "required" all landscape luminaires required by way of the Pointe-Marie Design Code and the one required light if the lot backs up to the 5kTrail.
4. Annotate all other proposed landscape luminaires.
5. List the manufacturer, model, voltage, wattage, color temperature (warm range) and housing material of each landscape luminaire in a table or otherwise legible format.
6. Illustrate the location of the proposed landscape lighting system's power source, transformer and control devices.



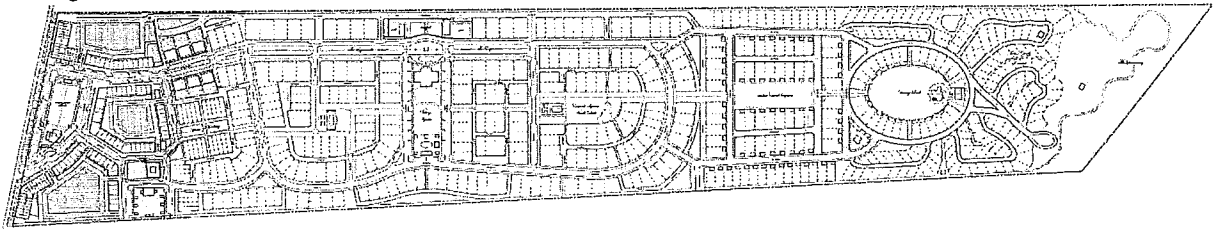
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Village Center Landscape Guidelines

Village Center District



This section applies to all landscapes designed within the Village Center District (illustrated above) which is comprised primarily of commercial structures. The Landscape Code's General Guidelines and Standards also apply. In addition, the 5K Trail Landscape Guidelines must be followed should the subject property be adjacent to the 5K Trail shown in the illustration above. Any single-family residential land use within the Village Center District, illustrated above, shall follow the guidelines set forth in the Central Square District section of the Landscape Code.

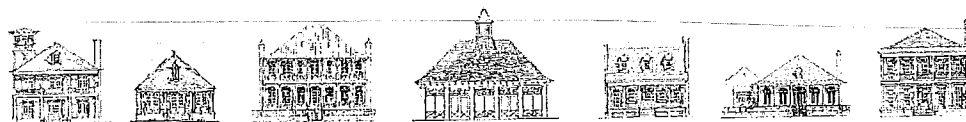
Landscape Character

Landscapes within the Village Center District will be limited to relatively small spaces due to its urban character. Landscapes should enhance the ground plane by softening the transition between the street and building, screen private areas and buffer views to utility installations and other unsightly objects or view sheds. Native Louisiana plants and adaptive species common in Louisiana's traditional landscapes outlined in the attached Pointe-Marie's Native & Adaptive Recommended Plant List are strongly encouraged to be used in mass plantings accented by large, flowering specimens.

The height of adjacent architectural facades must be considered to create a human scale at street level. Plant placement should respond to the environment, promote the conveyance of prevailing winds, create shade, and energy efficiency for adjacent structures.

Ornamental Landscape Requirements

100% of all greenspace within the Lot/property lines of a subject property that is adjacent to and visible from a street shall be planted with ornamental vegetation i.e. trees, shrubs and ground cover. Turf grass is not to be considered as ornamental vegetation.



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Street trees in tree grates or cut-outs planted with a hardy evergreen groundcover are required where paved pedestrian areas are greater than 5'. A minimum 5' walkable area as measured from the edge of pavement to the center of a tree in a tree grate shall be maintained. Only an ADA tree grate approved by the Design Review Board shall be permitted. When a cut-out without a grate is used to locate a tree within a paved area, a minimum 5' walkable area as measured from the edge of pavement to the edge of a cut-out shall be maintained. Street trees planted in the Village Center District shall follow the prescribed street tree planting plan, be single-trunk specimen material with a single central leader, a minimum of 14' tall, and limbed to a height of 6' as to not impede pedestrian traffic at the time of planting.

Sidewalk seating is encouraged in the Village Center District provided a minimum 5' walkable area is maintained between occupied seating and the nearest edge of pavement at a cut-out or to the trunk of a street tree when tree grates are used.

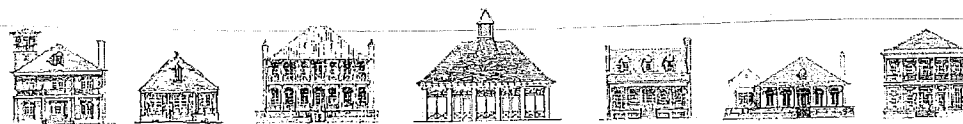
Architectural pottery containing annuals, flowering perennials or simple evergreen shrubs are encouraged. Pottery must be of the same architectural style of the building. Color, form and texture of any pottery visible from a street or common area are to be coordinated to compliment the building adjacent to which it is placed.

Flowering ornamental vegetation in parking lots shall be concentrated at the entrance drives, islands closest to the building entrances, and shall be of appropriate heights as to not obscure a vehicle operator's view of pedestrians or other automobiles.

Edges of parking lots adjacent to streets or alleys must be planted along the perimeter with 10 shrubs per 30' of the exposed perimeter. These shrubs must grow to an average height of 3' to 5' tall along roads and 5' to 16' along an alley.

Plants shall be specified and installed of a sufficient size to convey the design intent and make a significant initial visual impact. The following minimum plant sizes shall be used:

1. Annuals & Perennials (2" to 14" Mature Height) – 4" Container
2. Annuals & Perennials (+14" Mature Height) – 1 Gallon Container
3. Groundcover (2" to 14" Mature Height) – 4" Container
4. Groundcover (+14" Mature Height) – 1 Gallon Container
5. Shrubs (2' to 4' Mature Height) – 7 Gallon Container
6. Shrubs (+4' Mature Height) – 10 Gallon Container
7. Shrubs (Used as Buffer Material or Hedge) – 6' Overall Height



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8. Trees - +3" Caliper and 14' Tall

Only plant material adapted to thrive in Zone 9a, according to USDA's Plant Hardiness Zone Map shall be used in areas visible from the street or common area.

Irrigation

All portions of an ornamental landscape, street tree planting, pottery and turf shall be irrigated. Turf and landscape beds shall be on separate zones to conserve water usage. Drip or other water-efficient irrigation techniques are required within landscape beds or individual plants located within an expanse of turf. Irrigation systems shall be seasonally adjusted to conserve water and winterized at the end of the growing season.

Drainage

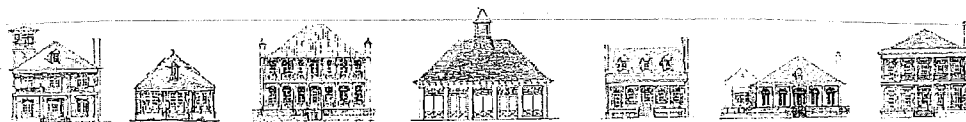
Drainage systems may utilize various forms of conveyance including sheet flow, subsurface pipes, french drains, swales, runnels, trench drains or any combination thereof. The form of conveyance must be adequately sloped and sized to drain the site. Four (4) inches is the minimum pipe size which must be laid at a minimum slope of 1%.

Garden Ornaments and Statuary

The inclusion of certain garden ornaments and statuary in a landscape may be approved and must be shown on the Landscape Plan submitted to the Design Review Board along with a photograph of the proposed element. Architectural quality pottery, stone bird baths, benches, sculpture, custom trellises, and fountains may be permitted. These elements shall be placed in discreet locations for property owner's enjoyment and in a manner that does not distract from the prescribed landscape character as viewed from an adjacent street or common area. Prohibited garden ornaments include, but are not limited to, gazing balls, gnomes, plastic objects, solar lights, artificial flowers, and any garden element not shown on the landscape plan submitted to the Design Review Board.

Additional Landscape Plan Review Requirements

The following items must be shown on the landscape plan in addition to that which is listed in the General Guidelines and Standards section of the Landscape Code; street light standards, fire connections, awnings, building-mounted light fixtures, patios, towers, pergolas, decks, fences,



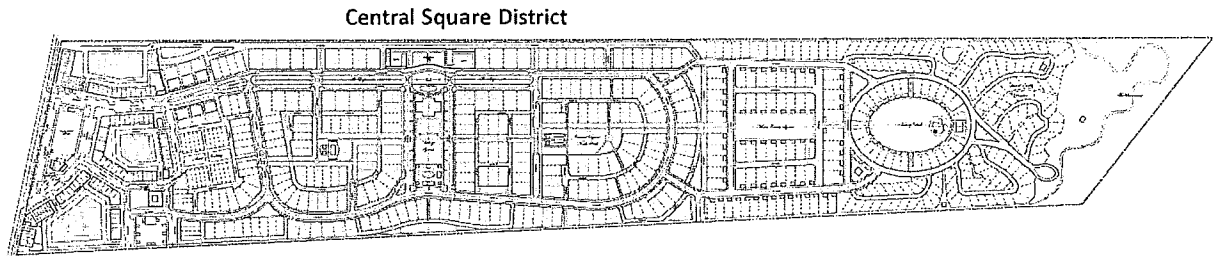
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walls, steps, pools, spas, driveways, walks, and proposed garden ornaments. Supporting details, elevations, material type and finishes are to be provided.

Central Square Landscape Guidelines



This section applies to all landscapes designed within the Central Square District (illustrated above) which is comprised primarily of single-family residential dwellings. The Landscape Code's General Guidelines and Standards also apply. In addition, the 5K Trail Landscape Guidelines must be followed should the Lot be adjacent to the 5K Trail shown on the illustration above (regardless of whether the 5K Trail is constructed).

Landscape Character

Landscapes should be casual and approachable - avoid hard lines where practical. Native Louisiana plants and adaptive species common in Louisiana's traditional landscapes outlined in the attached Pointe-Marie's Native & Adaptive Recommended Plant List are strongly encouraged to be used in mass plantings accented by large, flowering specimens. While symmetrical designs will be accepted, a landscape composition with plant masses and accent specimens that work in concert with architectural massing is preferred. The height of adjacent architectural facades must be considered. Plant placement should respond to the environment, promote the conveyance of prevailing winds, create shade, and energy efficiency for adjacent structures.

Ornamental Landscape Requirements

A minimum of 80% of all greenspace within the property lines of a Lot that is adjacent to and visible from a street shall be planted with ornamental vegetation i.e. trees, shrubs and ground cover. Turf grass is not to be considered as ornamental vegetation. The term greenspace above refers to both front and side Yards.



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One large accent flowering shrub or small flowering tree shall be planted for every 25' of Lot frontage. For example, a 33' wide lot would require two (2) flowering accent specimens. Lots with a side Yard facing a street or walkway are required to have one large accent flowering shrub or small flowering tree for every 20' of Lot depth. These accent plants may be clustered or staggered, provided they are placed along the front or side yard for which they are required. Clustered accent specimens shall be spaced a minimum of 16' on center. Additionally, these accent plants should be positioned to best compliment the architectural massing of the adjacent structures and to compliment the adjacent street trees. Large accent flowering shrubs or small flowering trees shall be of specimen quality and in the species' natural form. Approved accent shrubs and trees can be found in the attached Pointe-Marie's Native and Adaptive Recommended Plant List.

A minimum of 20% of all space within a courtyard or similarly private space in the interior of a lot shall be planted in ornamental vegetation and at least one large accent flowering shrub or small flowering tree. It is encouraged that the style of the interior garden compliment the adjacent architecture.

A minimum of 30% of all greenspace in the rear of a Lot and adjacent to an alley shall be planted with ornamental vegetation and shall include at least one edible fruit producing plant or flowering accent tree or shrub. The edible plant can either be a large shrub (+12' at maturity) or a small fruit tree. Ornamental vegetation on alley-loaded corner Lots shall be placed in a manner that softens the view to the garage as seen from the side street on which the alley intersects. Shrubs shall be maintained to a height of 30" or less and trees to be limbed to a minimum height of 6' off the ground where landscaping may restrict a vehicle operator's line of sight.

Utility components including meters, transformers, pedestals, switch gear, electrical panels as well as pool equipment, air conditioners must be screened from view from an adjacent street, alley or common area using an approved sight-proof fence and or an evergreen hedge. The height of the screening device shall be at least as tall as the item to be screened. The minimum distance of the screen from the element being screened must meet all applicable municipal building codes.

Plants shall be specified and installed of a sufficient size to convey the design intent and make a significant initial visual impact. The following minimum plant sizes shall be used:

1. Annuals & Perennials (2" to 14" Mature Height) – 4" Container



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2. Annuals & Perennials (+14" Mature Height) – 1 Gallon Container
3. Groundcover (2" to 14" Mature Height) – 4" Container
4. Groundcover (+14" Mature Height) – 1 Gallon Container
5. Shrubs (2' to 4' Mature Height) – 3 Gallon Container
6. Shrubs (+4' Mature Height) – 7 Gallon Container
7. Shrubs (Used as Buffer Material or Hedge) – 6' Overall Height
8. Flowering Accent Specimen Large Shrub (Up to 16' Mature Height) – 8' Tall
9. Flowering Accent Specimen Small Tree – (Up to 30' Mature Height) – 3" Caliper
10. Edible Fruit Producing Large Shrub or Small Tree on Alley – 5' Tall
11. Flowering Accent Large Shrub or Small Tree on Alley – 8' Tall
12. Tree Multi-Trunk (Minimum of 3 Canes) – 1" Caliper per Cane
13. Trees (Up to 30' Mature Height) – 2" Caliper
14. Trees (+30' Mature Height) – 3" Caliper

Only plant material adapted to thrive in Zone 9a, according to USDA's Plant Hardiness Zone Map shall be used in areas visible from the street or common area. Fruit trees required along an alley frontage may deviate from this requirement, but must be replaced at the beginning of the next growing season should they perish.

Irrigation

All portions of an ornamental landscape and turf shall be irrigated. Turf and landscape beds shall be on separate zones to conserve water usage. Drip or other water-efficient irrigation techniques are encouraged. Irrigation systems shall be seasonally adjusted to conserve water and winterized at the end of the growing season.

Drainage

Drainage systems may utilize various forms of conveyance including sheet flow, subsurface pipes, french drains, swales, runnels, trench drains or any combination thereof. The form of conveyance must be adequately sloped and sized to drain the site. All proposed drainage improvements within a Lot shall comply with the overall Pointe-Marie drainage system design. Four (4) inches is the minimum pipe size which must be laid at a minimum slope of 1%.

Garden Ornaments and Statuary



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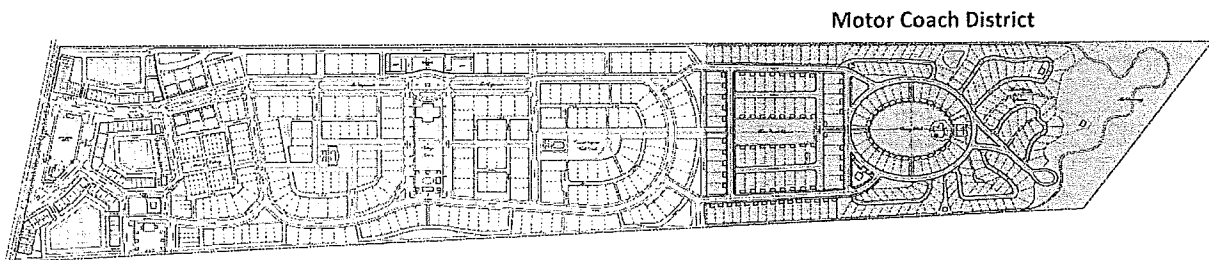
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The inclusion of certain garden ornaments and statuary in a landscape may be approved and must be shown on the Landscape Plan submitted to the Design Review Board along with a photograph of the proposed element. Architectural quality pottery, stone bird baths, benches, sculpture, custom trellises, and fountains may be permitted. These elements shall be placed in discreet locations for property owner's enjoyment and in a manner that does not distract from the prescribed landscape character as viewed from an adjacent street or common area. Prohibited garden ornaments include, but are not limited to, gazing balls, gnomes, plastic objects, solar lights, artificial flowers, and any garden element not shown on the Landscape Plan submitted to the Design Review Board.

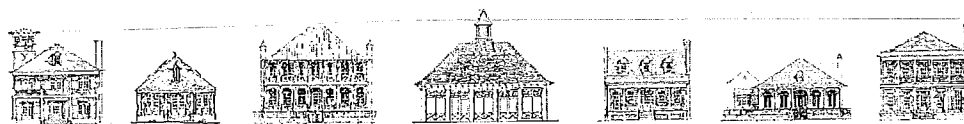
Additional Landscape Plan Review Requirements

The following items must be shown on the Landscape Plan in addition to that which is listed in the General Guidelines and Standards section of the Landscape Code; patios, towers, pergolas, decks, fences, walls, steps, pools, spas, driveways, walks, and proposed garden ornaments. Supporting details, elevations, material type and finishes are to be provided.

Motor Coach Landscape Guidelines



This section applies to all landscapes designed within the Motor Coach District (illustrated above) which is comprised two lot types; Pull-Thru and Back-In. Additionally, Motor Coach lots may front one of three parks; Motor Coach Square, Victory Park, and The Sanctuary. Additional landscaping is required for the portion of the lot that borders a park. The Landscape Code's General Guidelines and Standards also apply. The 5K Trail Landscape Guidelines must be followed should the Lot be adjacent to the 5K Trail shown on the illustration above (regardless of whether the 5K Trail is constructed).



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Landscape Character

Landscapes should be arranged in a naturalistic composition to build upon the developer-installed landscaping within the Motor Coach District. Native Louisiana plants and adaptive species common in Louisiana's traditional landscapes outlined in the attached Pointe-Marie's Native and Adaptive Recommended Plant List must be used in mass plantings accented by large flowering specimens or native trees. Plant placement should respond to the environment, promote the conveyance of prevailing winds, create shade, and energy efficiency for parked motor coaches or adjacent structures.

Ornamental Landscape Requirements

A minimum of 35% of all Lot Frontage with a driveway shall be planted with ornamental vegetation i.e. trees, shrubs and ground cover. This requirement also applies to the Lot Frontage shared with an exit driveway on Pull-Thru lots. The plantings are to be arranged in a naturalistic pattern. The minimum depth of the planting composition is to be 5' and must extend to a depth of 12' at one (1) point in the composition. Composition depth is to be measured at the time of installation from the edge of a planting mass (excluding tree canopies) facing the adjacent road and toward the center of the lot in a line perpendicular to the road. Turf grass is not to be considered as ornamental vegetation.

60% of a side property line of a Lot with a side Yard facing a street shall be planted with ornament vegetation. The plantings are to be arranged in a naturalistic pattern. The minimum depth of the composition is to be 4' and must extend to a depth of 10' at two (2) points in the composition. Composition depth is to be measured at the time of installation from the edge of a planting mass (excluding tree canopies) facing the adjacent road and toward the center of the lot in a line perpendicular to the road.

20% of a side property line of a Lot not bordered by a street shall be planted with ornament vegetation. The plantings are to be arranged in a naturalistic pattern. The minimum depth of the planting composition is to be 4' and must extend to a depth of 10' at two (2) points in the composition. Composition depth is to be measured at the time of installation from the edge of a planting mass (excluding tree canopies) closest to the side property line and toward the center of the Lot in a line perpendicular to the road. Side Yard plantings are to be positioned to best soften and obscure the view to adjacent parked motor coaches. The proposed plantings should also build upon and complement any previously installed plantings in a common area or on an adjacent Lot.



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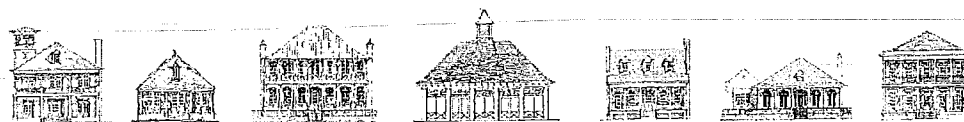
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One large accent flowering shrub or native tree shall be planted for every 30' of Lot Frontage. For example, a 50' wide lot would require two (2) flowering accent specimens. Lots with a side property line facing a street are required to have one large accent flowering shrub or native tree for every 25' of lot frontage. These accent plants may be clustered and or staggered provided they are placed along the front or side yard for which they are required. Clustered accent specimens shall be spaced a minimum of 16' on center. Additionally, these accent plants should be positioned to best screen the parked motor coach when standing at the road and looking through the required ornamental landscaping. Large accent flowering shrubs or native trees shall be of specimen quality and in the species' natural form. Approved accent shrubs and native trees can be found in the attached Pointe-Marie's Native and Adaptive Recommended Plant List.

50% of a Lot's Frontage adjacent to a Common Area shall be planted with ornamental vegetation and shall include at least one edible fruit producing plant. The edible plant can be either a large shrub (+12' at maturity) or a small fruit tree. The plantings are to be arranged in a naturalistic pattern. The minimum depth of the composition is to be 4' and must extend to a depth of 8' at two (2) points in the planting composition. Composition depth is to be measured at the time of installation from the edge of a planting mass (excluding tree canopies) closest to the property line along the park and toward the center of the Lot in a line perpendicular to the common property line shared with a Common Area. Park-front plantings are to be positioned to best soften and obscure the view to adjacent parked motor coaches as seen from the park and to provide context for any required outbuildings. The proposed plantings should also build upon and complement any previously installed plantings in a Common Area or on an adjacent Lot.

A minimum of 30% of all greenspace in the rear of a Lot shall be planted with ornamental vegetation and shall include at least one edible fruit producing plant or flowering accent tree or shrub. The edible plant can either be a large shrub (+12' at maturity) or a small fruit tree. The plantings are to be arranged in a naturalistic pattern. The minimum depth of the composition is to be 4' and must extend to a depth of 8' at one (1) point in the planting composition. Composition depth is to be measured at the time of installation from the edge of a planting mass (excluding tree canopies) closest to the rear property line and toward the center of the Lot in a line perpendicular to the rear property line. Rear Yard plantings are to be positioned to best soften and obscure the view to adjacent parked motor coaches. The proposed plantings should also build upon and complement any previously installed plantings in a Common Area or on an adjacent Lot.



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Utility components including sewer connections, meters, transformers, pedestals, switch gear, electrical panels and other mechanical equipment must be screened from view from an adjacent street, alley or common area using an approved sight-proof fence and or an evergreen hedge. The height of the screening device shall be at least as tall as the item to be screened. The minimum distance of the screen from the element being screened must meet all applicable municipal building codes.

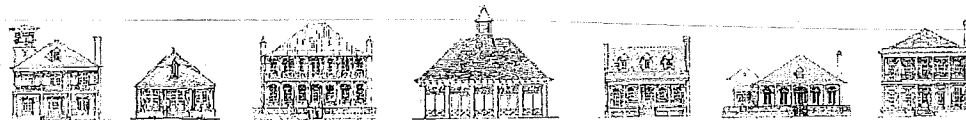
Plants shall be specified and installed of a sufficient size to convey the design intent and make a significant initial visual impact. The following minimum plant sizes shall be used:

1. Annuals & Perennials (2" to 14" Mature Height) – 4" Container
2. Annuals & Perennials (+14" Mature Height) – 1 Gallon Container
3. Groundcover (2" to 14" Mature Height) – 4" Container
4. Groundcover (+14" Mature Height) – 1 Gallon Container
5. Shrubs (2' to 4' Mature Height) – 3 Gallon Container
6. Shrubs (+4' Mature Height) – 7 Gallon Container
7. Shrubs (Used as Buffer Material or Hedge) – 6' Overall Height
8. Flowering Accent Specimen Large Shrub (Up to 16' Mature Height) – 8' Tall
9. Flowering Accent Specimen Small Tree – (Up to 30' Mature Height) – 3" Caliper
10. Edible Fruit Producing Large Shrub or Small Tree on Rear Property Line – 5' Tall
11. Flowering Accent Large Shrub or Small Tree on Rear Property Line – 8' Tall
12. Tree Multi-Trunk (Minimum of 3 Canes) – 1" Caliper per Cane
13. Trees (Up to 30' Mature Height) – 2" Caliper
14. Trees (+30' Mature Height) – 3" Caliper

Only plant material adapted to thrive in Zone 9a, according to USDA's Plant Hardiness Zone Map shall be used in areas visible from the street or common area. Fruit trees required may deviate from this requirement, but must be replaced at the beginning of the next growing season should they perish.

Irrigation

All portions of an ornamental landscape and turf shall be irrigated. Turf and landscape beds shall be on separate zones to conserve water usage. Drip or other water-efficient irrigation techniques are encouraged. Irrigation systems shall be seasonally adjusted to conserve water and winterized at the end of the growing season.



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Drainage

Most of the Motor Coach Lots and roads drain utilizing a sheet-flow technique which mandates that plants should be arranged in a manner that does not affect the existing drainage pattern within a Lot or between Lots. A drainage plan must be submitted in addition to a Landscape Plan if the proposed plantings alter the existing drainage pattern and must illustrate how water is to be routed in an alternate manner that does not adversely affect adjacent Lots or existing infrastructure.

Garden Ornaments and Statuary

The inclusion of certain garden ornaments and statuary in a landscape may be approved and must be shown on the Landscape Plan submitted to the Design Review Board along with a photograph of the proposed element. Architectural quality pottery, stone bird baths, benches, sculpture, custom trellises, and fountains may be permitted. These elements shall be placed in discreet locations for Lot owner's enjoyment and in a manner that does not distract from the prescribed landscape character as viewed from an adjacent street or Common Area. Prohibited garden ornaments include, but are not limited to, gazing balls, gnomes, plastic objects, solar lights, artificial flowers, and any garden element not shown on the Landscape Plan submitted to the Design Review Board.

Additional Landscape Plan Review Requirements

The following items must be shown on the Landscape Plan in addition to that which is listed in the General Guidelines and Standards section of the Landscape Code; patios, towers, pergolas, decks, fences, walls, driveways, walks, motor coach/site utility connection points and proposed garden ornaments. Supporting details, elevations, material type and finishes are to be provided.

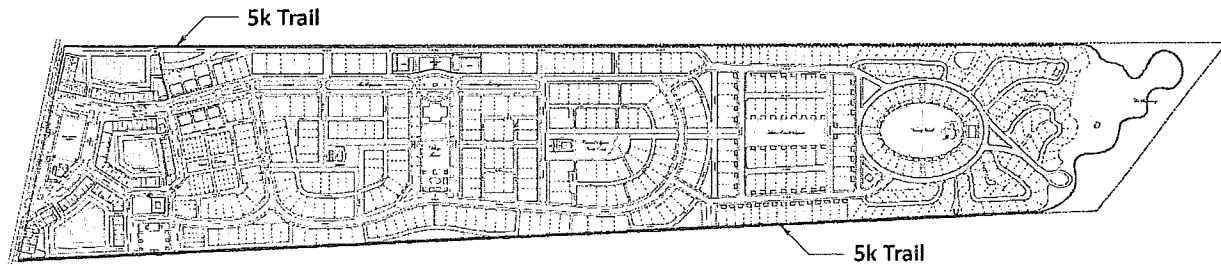


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5K Trail Landscape Guidelines

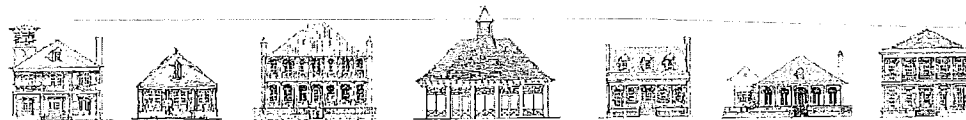


The 5K Trail (illustrated above) is an alternative transportation network that provides an opportunity to live a healthy lifestyle using a trail system that is easy to navigate and provides connectivity and safe routes for recreational users within the context of a native, South Louisiana landscape. Although it is anticipated that the 5K Trail will be constructed, nothing herein shall be deemed obligation to construct the 5K Trail.

Three 5k Trail/Lot relationships exist; Lots separated from the trail by an alley, Lots separated from the trail with an alley and a Common Area, and Lots that backup directly to the trail.

An additional 20% of the available greenspace along an alley is to be planted in ornamental vegetation bringing the total to 50% for the conditions where Lots are separated from 5k Trail with an alley and where Lots are separated from the 5k Trail with both an alley and Common Area. All alley landscape requirements detailed in the Central Square District remain.

The same front picket fence requirement detailed in the Design Code within the Central Square District may be used as an alternate means of interfacing with the 5k Trail along the rear of Lots that backup directly to the trail in all districts. Gates are encouraged within the picket fence, with a maximum opening with of four (4) feet and must open into the Lot away from the trail. A minimum of one large accent Louisiana native flowering shrub or small flowering tree is to be planted for every 30' of lot frontage directly adjacent to the trail. For example, a 33' wide lot would require two (2) native accent plants. Additional privacy within a Lot that backs up to the trail may be achieved utilizing a planted hedge to be placed between the picket fence and the nearest structure on the Lot. The hedge is to be arranged in a manner that does not restrict the growth of the required native flowering accent plants. The privacy hedge is to be maintained in an orderly manner to not obscure the view to the picket fence as seen from the 5k Trail or interfere with activities on the trail. Any insects or disease found in the hedge are to be treated immediately to prevent spreading to adjacent plant material. Two landscape pathway



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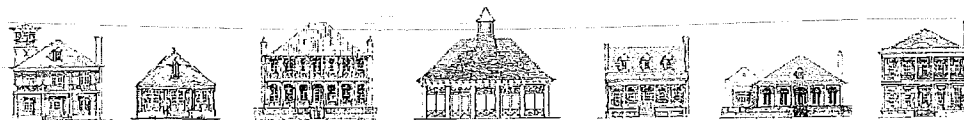
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luminaires shall be placed to cast light onto the trail and maintained in operating condition for each lot that backs directly up to the trail.

The commercial use of land adjacent to the 5K Trail is considered an incompatible relationship requiring a buffer. This buffer is to be of the same composition as is required between a commercial and residential land use outlined in the Village Center Landscape Guidelines section with the additional requirement that native species be used and that sight-proof fencing be finished using earth-tone colors and natural textures approved by the Design Review Board.

Promotional business signage specifically marketing to 5K Trail participants is not allowed.

Exceptions to this requirement will be considered when a commercial property embraces the 5K Trail by fronting it with architecturally significant facades that are of a human scale or when cross-site connectivity linking the 5K Trail to a similar alternative transportation network can be achieved. Cross-site connectivity is encouraged to promote commerce, health and wellness of business occupants and integrate businesses with the residential community. Cross-site connections shall be made through a well landscaped park-like environment with an emphasis on shade trees, fronted by architecturally significant facades, limited vehicular/pedestrian conflicts, and away from unsightly utilitarian areas. Exceptions will be made at the discretion of the Design Review Board and handled on a case by case basis.



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Pointe-Marie's Native & Adaptive

Recommended Plant List

Trees (*Native Plant)

Acer buergerianum (Trident Maple)
Acer negundo (Boxelder) *
Acer palmatum spp. (Maple)
Acer rubrum (Red Maple) *
Acer rubrum var. *drummondii* (Swamp Red Maple) *
Betula nigra (River Birch) *
Camellia japonica (Camellia)
Camellia sasanqua (Camellia Sasanqua)
Carpinus caroliniana (Blue Beech) *
Carya glabra (Hickory) *
Carya illinoensis (Pecan) *
Catalpa bignonioides (Catalpa) *
Cedrus deodara (Deodar Cedar)
Celtis laevigata (Hackberry/ Sugarberry) *
Cercis canadensis (Eastern Redbud) *
Cornus drummondii (Rough Leaf Dogwood) *
Cornus florida (Flowering Dogwood) *
Cornus foemina (Stiff Dogwood) *
Crataegus flava (Yellowleaf Hawthorn)
Crataegus marshallii (Parsley Hawthorn) *
Crataegus opaca (Mayhaw) *
Crataegus viridis (Green Hawthorn) *
Cyrilla racemiflora (Swamp Titi) *
Euonymus americanus (Wahoo) *
Fagus grandifolia (American Beech) *
Firmiana simplex (Chinese Parasol tree)
Fraxinus pennsylvanica (Green Ash) *
Fraxinus profunda (Pumpkin Ash) *
Gleditsia triacanthos (Honey Locust) *
Halesia diptera (Silverbell) *
Ilex cassine (Dahoon Holly) *
Ilex cornuta 'Needlepoint' (Needlepoint Holly)

Ilex cornuta 'Nellie R. Stevens' (Nellie R. Stevens Holly)
Ilex decidua (Possumhaw Holly) *
Ilex opaca (American Holly) *
Ilex vomitoria (Yaupon) *
Ilex x attenuata 'Eagleston' (Eagleston Holly)
Ilex x attenuata 'East Palatka' (East Palatka Holly)
Ilex x attenuata (Savannah Holly)
Illicium parviflorum (Yellow Anisette)
Juglans nigra (Black Walnut) *
Juniperus virginiana (Eastern Red Cedar) *
Lagerstroemia indica (Crape Myrtle)
Liquidambar styraciflua (Sweetgum) *
Liriodendron tulipifera (Tulip Poplar) *
Maclura pomifera (Osage-Orange) *
Magnolia acuminata (Cucumber Tree) *
Magnolia grandiflora (Southern Magnolia) *
Magnolia grandiflora 'Little Gem' (Little Gem Magnolia)
Magnolia grandiflora 'Southern Charm' (Teddy Bear Magnolia)
Magnolia macrophylla (Bigleaf Magnolia) *
Magnolia stellata (Star Magnolia)
Magnolia virginiana (Sweet Bay Magnolia) *
Magnolia x soulangeana (Saucer Magnolia)
Malus angustifolia (Southern Crab Apple) *
Melia azedarach (Chinaberry Tree)
Metasequoia glyptostroboides (Dawn Redwood)
Michelia champaca (Michelia Magnolia)
Myrica cerifera (Waxmyrtle) *
Nyssa aquatica (Water Tupelo) *
Nyssa sylvatica (Blackgum) *



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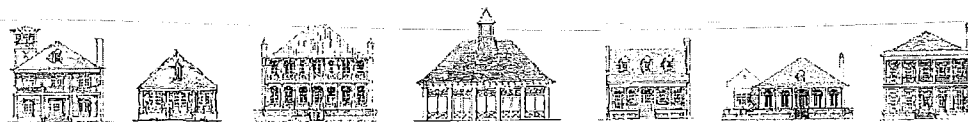
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Osmanthus fragrans (Sweet Olive)
Ostrya virginiana (Eastern
Hophornbeam/Ironwood) *
Oxydendrum arboreum (Sourwood) *
Persea borbonia (Redbay) *
Pinus elliottii (Slash Pine) *
Pinus glabra (Spruce Pine) *
Pinus palustris (Longleaf Pine) *
Pinus taeda (Loblolly Pine) *
Pistacia chinensis (Chinese Pistachio)
Platanus occidentalis (American Sycamore) *
Poncirus trifoliata (Trifoliate Orange)
Populus deltoides (Eastern Cottonwood) *
Prunus campanulata (Taiwan Flowering Cherry)
Prunus caroliniana (Cherry Laurel) *
Prunus mexicana (Mexican Plum) *
Prunus serotina (Black Cherry) *
Quercus acutissima (Sawtooth Oak)
Quercus alba (White Oak) *
Quercus falcata (Southern Red Oak) *
Quercus lyrata (Overcup Oak) *
Quercus macrocarpa (Bur Oak) *
Quercus michauxii (Swamp Chestnut Oak) *
Quercus pagoda (Cherrybark Oak) *
Quercus phellos (Willow Oak) *
Quercus shumardii (Shumard Oak) *
Quercus texana (Nuttall Oak)
Quercus virginiana (Live Oak) *
Quercus x comptoniae (Compton Oak) *
Robinia pseudoacacia (Black Locust) *
Styrax americanus (Snowbell) *
Styrax grandifolius (Bigleaf Snowbell) *
Taxodium ascendens (Pond Cypress) *
Taxodium distichum (Bald Cypress) *
Tilia americana (American Basswood) *
Ulmus alata (Winged Elm) *
Ulmus americana (American Elm) *

Ulmus parvifolia 'Bosque' (Chinese Elm)
Viburnum dentatum (Arrowwood) *
Vitex agnus-castus (Vitex)

Shrubs (*Native Plant)

Aesculus parviflora (Bottlebrush Buckeye) *
Aesculus pavia (Red Buckeye) *
Alpinia zerumbet (Shell Ginger)
Amelanchier arborea (Serviceberry) *
Arundo donax (Giant Reed)
Baccharis halimifolia (Eastern
Baccharis/Groundseltree) *
Callicarpa americana (French
Mulberry/Beautyberry) *
Callistemon citrinus 'Little John' (Dwarf
Bottlebrush)
Callistemon rigidus (Bottlebrush)
Calycanthus floridus (Sweetshrub) *
Cephalanthus occidentalis (Buttonbush) *
Chaenomeles speciosa (Flowering Quince)
Chionanthus virginicus (Fringetree) *
Costus spp. (Spiral Ginger)
Curcuma spp. (Hidden Ginger)
Cyathea cooperi (Australian Tree Fern)
Cymbopogon citratus (Lemongrass)
Elaeagnus angustifolia (Russian Olive)
Elaeocarpus decipiens (Japanese Blueberry)
Feijoa sellowiana (Pineapple Guava)
Gardenia jasminoides (Gardenia)
Hamamelis virginiana (American Witchhazel)
Hedychium spp. (Butterfly Ginger)
Hibiscus rosa-sinensis (Chinese Hibiscus)
Hibiscus syriacus (Althea)
Hydrangea arborescens 'Annabelle'
(Hydrangea)
Hydrangea quercifolia (Oakleaf Hydrangea) *



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Ilex cornuta 'Burfordii Nana' (Dwarf Burford Holly)
Ilex cornuta 'Carissa' (Carissa Holly)
Ilex vomitoria (Dwarf Yaupon) *
Ilex x 'Emily Bruner' (Emily Bruner Holly)
Illicium floridanum (Starbush) *
Itea virginica (Virginia Sweetspire) *
Leucothoe axillaris (Downy Leucothoe) *
Lindera benzoin (Spicebush) *
Loropetalum chinense (Loropetalum)
Mahonia bealei (Leatherleaf Mahonia)
Malvaviscus arboreus var. *drummondii* (Turks Cap Mallow) *
Michelia figo (Banana Shrub)
Miscanthus sinensis (Ornamental Grass)
Muhlenbergia capillaris (Muhly Grass) *
Musa spp. (Banana)
Philadelphus coronarius (Mock Orange)
Philodendron spp. (Philodendron)
Pittosporum tobira (Pittosporum)
Podocarpus macrophyllus (Japanese Yew)
Raphiolepis indica 'Snow' (Indian Hawthorn)
Rhododendron canescens (Native Azalea) *
Rhododendron obtusum (Dwarf Azalea)
Rhododendron spp. (Azalea) *
Rhus copallinum (Winged Sumac) *
Rosa spp. (Rose)
Sabal minor (Dwarf Palmetto)
Sambucus nigra (American Black Elderberry) *
Sassafras albidum (Sassafras) *
Senna corymbosa (Cassia)
Spirea spp. (Spirea)
Vaccinium elliotii (Elliott's Huckleberry) *

Perennials (*Native Plant)

Agapanthus africanus (Agapanthus)
Ajuga reptans (Ajuga)

Amsonia hubrichtii (Blue Star) *
Amsonia ludoviciana (Louisiana Bluestar) *
Ardisia crenata (Christmas Berry)
Ardisia japonica (Japanese Ardisia)
Asclepias spp. (Native Butterfly Milkweed) *
Baptisia australis (Blue False Indigo) *
Buddleja alternifolia (Butterfly Bush)
Caladium bicolor (Caladium)
Canna spp. (Canna Lily)
Cordyline x 'JURred' (Cordyline)
Coreopsis lanceolata (Lanceleaf Tickseed) *
Coreopsis tinctoria (Golden Tickseed) *
Crinum americanum (Seven Sisters) *
Dietes vegeta (Butterfly Iris)
Echinacea spp. (Native Coneflower) *
Erythrina herbacea (Coral Bean) *
Gaillardia pulchella (Indian Blanket) *
Gardenia jasminoides 'Radicans' (Dwarf Gardenia)
Helianthus angustifolius (Swamp Sunflower) *
Helianthus mollis (Ashy Sunflower) *
Hibiscus lasiocarpus (Rosemallow) *
Hibiscus moscheutos (Crimson-eyed Rosemallow) *
Iris spp. (Native Louisiana Iris) *
Justicia carnea (Brazilian Plume Flower)
Lantana spp. (Lantana)
Liatris spp. (Native Blazing Star) *
Ligularia dentata 'Othello' (Ligularia)
Lobelia cardinalis (Cardinal Flower) *
Lycoris radiata (Hurricane Lily)
Monarda spp. (Native Beebalm) *
Perovskia atriplicifolia (Russian Sage)
Physostegia virginiana (Obedient Plant) *
Rudbeckia fulgida 'Goldsturm' (Rudbeckia)
Rudbeckia hirta (Black-eyed Susan) *
Ruellia elegans (Ruellia)



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Salvia coccinea (Hummingbird Sage) *
Salvia farinacea (Mealycup Sage) *
Salvia leucantha (Mexican Sage)
Silphium laciniatum (Compass Plant) *
Spigelia marilandica (Indian Pink) *
Stokesia laevis (Stokes Aster) *
Strelitzia reginae (Bird of Paradise)
Symphotrichum novae-angliae 'Purple Dome'
(Aster)
Ternstroemia gymnanthera 'Conthery' (Cleyera)
Tulbaghia violacea (Society Garlic)

Groundcovers & Vines (*Native Plant)

Acorus gramineus 'Variegatus' (Sweet Flag)
Adiantum capillus-veneris (Southern
Maidenhair Fern) *
Asparagus densiflorus 'Myers' (Foxtail Fern)
Bignonia capreolata (Crossvine) *
Campsis radicans (Trumpet Vine) *
Clematis crispa (Curl Flower) *
Cyrtomium falcatum (Holly Leaf Fern)
Gelsemium sempervirens (Carolina Jessamine) *
Hosta spp. (Native Hosta) *
Indigofera kirilowii (Indigo)
Ipomoea sp. (Morning Glory) *
Liriope muscari (Liriope)
Lonicera sempervirens (Coral Honeysuckle) *
Ophiopogon japonicas (Mondo Grass)
Ophiopogon japonicus 'Kyoto Dwarf' (Dwarf
Mono Grass)
Osmunda regalis (Royal Fern) *
Passiflora spp. (Native Maypop/Passionflower
Vine) *
Phlox divaricata (Woodland Phlox) *
Polystichum acrostichoides (Christmas Fern) *
Polystichum munitum (Sword Fern)
Rosa banksiae (Lady Banks Rose)

Rumohra adiantiformis (Leatherleaf Fern)
Thelypteris kunthii (Wood Fern) *
Trachelospermum jasminoides (Confederate
Jasmine)
Vinca major (Vinca)
Vitis rotundifolia (Muscadine Vine) *

Fruiting Trees & Shrubs (*Native Plant)

Asimina triloba (Pawpaw) *
Citrus × tangelo var. 'Orlando' (Tangelo)
Citrus aurantiifolia (Key Lime)
Citrus meyeri var. 'Meyers' (Lemon)
Citrus paradise var. 'Ruby Red', 'Rio Red'
(Grapefruit)
Citrus reticulata var. 'Armstrong Early', 'Brown
Select', 'Early St. Ann', 'Kimbrough', 'Louisiana
Early', 'Owari' (Satsuma)
Citrus reticulata var. 'Dancy', 'Robinson',
'Sunburst' (Tangerine)
Citrus sinensis var. 'Ambersweet', 'Hamlin
Sweet', 'Louisiana Sweet', 'Pineapple Sweet',
'Plaquemines', 'Valencia', 'Washington Navels',
(Sweet Orange)
Citrus sinensis var. 'Moro' (Blood Orange)
Diospyros kaki var. 'Fuyu', 'Hana Fuyu'
(Persimmon)
Diospyros virginiana (Common Persimmon) *
Eriobotrya japonica (Loquat)
Ficus carica var. 'Brown Turkey', 'Celeste',
'Champagne', 'LSU Gold', 'LSU Purple',
'O'Rourke', 'Tiger' (Fig)
Fortunella japonica var. 'Nagami', 'Meiwa'
(Kumquat)
Malus domestica var. 'Anna', 'Dorset Gold',
'Molly Delicious' (Apple)
Morus rubra (Red Mulberry) *



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Persea spp. var. 'Brazos Belle', 'Fantastic',
'Joey', 'Lila', 'Pancho', 'Pryor', 'Winter Mexican'
(Avocado)
Prunus persica var. 'Florida Gold', 'Florida King',
'LaFestival', 'Ruston Red' (Peach)
Prunus salicina var. 'Bruce', 'Byron Gold' (Plum)
Punica granatum var. 'Wonderful'
(Pomegranate)
Pyrus communis var. 'Baldwin', 'Orient',
'Spalding' (Pear)
Rubus spp. var. 'Apache', 'Arapaho', 'Navaho',
'Ouachita' (Thornless Blackberry)
Vaccinium spp. var. 'Austin', 'Baldwin',
'Bluebelle', 'Brightwell', 'Briteblue', 'Centurion',
'Chaucer', 'Choice', 'Climax', 'Delite',
'Powderblue', 'Premier', 'Tifblue', 'Woodard'
(Blueberry)

Halesia diptera (Silverbell) *
Hibiscus syriacus (Althea)
Hydrangea quercifolia (Oakleaf Hydrangea) *
Ilex cassine (Dahoon Holly) *
Illicium floridanum (Starbush) *
Lagerstroemia indica (Crape Myrtle)
Magnolia virginiana (Sweet Bay Magnolia) *
Magnolia x soulangeana (Saucer Magnolia)
Malus angustifolia (Southern Crab Apple) *
Michelia figo (Banana Shrub)
Osmanthus fragrans (Sweet Olive)
Oxydendrum arboreum (Sourwood) *
Philadelphus coronaries (Mock Orange)
Prunus campanulata (Taiwan Flowering Cherry)
Senna corymbosa (Cassia)
Styrax americanus (Snowbell) *
Styrax grandifolius (Bigleaf Snowbell) *
Vitex agnus-castus (Vitex)

Flowering Accent Trees & Shrubs

(*Native Plant)

Aesculus pavia (Red Buckeye) *
Callistemon rigidus (Bottlebrush)
Camellia japonica (Camellia)
Camellia sasanqua (Camellia Sasanqua)
Cephalanthus occidentalis (Buttonbush) *
Chaenomeles speciosa (Flowering Quince) *
Chionanthus virginicus (Fringetree) *
Crataegus marshallii (Parsley Hawthorn) *
Cyrilla racemiflora (Swamp Titi) *
Elaeocarpus decipiens (Japanese Blueberry)
Euonymus americanus (Wahoo) *
Feijoa sellowiana (Pineapple Guava)
Gardenia jasminoides (Gardenia)

Use of toxic and invasive plants is strongly discouraged to protect the health, safety and welfare of the public. Invasive must be contained within a courtyard or similar enclosure to limit proliferation. Plants toxic to humans and pets must be in a confined area not accessible to the public or animals.



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Application for Landscape, Irrigation, Drainage, and Lighting Review

Please complete and return this application along with two complete sets of the plans.
All landscape, irrigation, and lighting plans to:

1. Be drawn to $\frac{1}{4}" = 1'$ scale or $\frac{1}{8}" = 1'$ and placed on a 24" x 36" formatted sheet (larger if needed to accommodate the scale requirements).
2. Include a graphical scale and north arrow.
3. Include a title block containing project owner's name, address and lot number.
4. Bear the seal and contact information of the landscape architect.

To be completed by Applicant:

Date		Lot		Block	
Will this home be put on the rental program?			Yes	No	

Owner

Name			
Mailing Address			
City ST ZIP Code			
Home Phone		Cell Phone	
Work Phone		Fax	
E-Mail Address			

Landscape Architect

Company			
Contact Name			
Street Address			
City ST ZIP Code			
Work Phone			
Cell Phone		Fax	
E-Mail Address			

Landscape Architect certifies that all submitted plans meet the requirements listed in the landscape code's general guidelines and standards. The following plans are being submitted:

☐ Landscape Plan ☐ Irrigation Plan ☐ Drainage Plan ☐ Lighting Plan

Landscape Architect

Reg. No.

Print Name



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