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RIVER PINES PLANATION PHASES I AND II

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**AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS
FOR
RIVER PINES PLANTATION PHASES I AND II
INCLUSIVE OF THE TOWNHOMES
EXHIBIT A: THE PROPERTY
EXHIBIT B: THE TOWNHOMES
EXHIBIT C: CONSTRUCTION SPECIFICATIONS
LIVINGSTON PARISH, LOUISIANA
2019**



**AMENDED AND RESTATED COVENANTS AND RESTRICTIONS
FOR
RIVER PINES PLANTATION SUBDIVISION
PHASES I and II
INCLUSIVE OF THE TOWNHOMES**

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that at a duly called of the Association (as defined below) with quorum present, greater than fifty (50%) percent of the Lot Owners of Phases I and II of River Pines Plantation Subdivision voted to approve and adopt these Amended and Restated Covenants and Restrictions (this "**Declaration**") for the above-named subdivision of the Property (as defined below), which Declaration shall and does hereby amend, restate and replace all previously recorded covenants, conditions and restrictions formerly encumbering the Property.

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

1.1. "**Act**" means the Louisiana Homeowners Association Act, Louisiana Revised Statutes 9:1141.1, *et seq.*, and any successor statutes to the said Louisiana Homeowners Association Act.

1.2. "**Additional Land**" means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. "**Architectural Reviewer**" means the entity having jurisdiction over a particular application for architectural approval. The Board-appointed Architectural Control Committee (ACC) is the Architectural Reviewer.

1.4. "**Articles of Incorporation**" or "**Articles**" means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Louisiana, as amended from time to time.

1.5. "**Assessment**" means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Louisiana.

1.6. "**Association**" means the RIVER PINES PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Louisiana not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in River Pines Plantation Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association" as that term is defined in Section 1141.2(5) of the Act (Louisiana Revised Statutes 9:1141.2(5)).

1.7. "**Board**" means the Board of Directors of the Association.

1.8. "**Bylaws**" means the Bylaws of the Association, as amended from time to time.

1.9. "**Common Area**" means portions of immovable property and improvements thereon that are owned and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.10. "**Community Documents**" means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time, and as the term is defined in Section 1141.2(3) of the Act.

1.11. "**Declaration**" means this document, as it may be amended from time to time, and also has the meaning of "declaration" as defined in Section 1141.2(4) of the Act. This Declaration comes within the meaning of "Building Restrictions" as provided by Louisiana Civil Code Article 775, *et seq.*

1.12. "**Governmental Authority**" means any, each and all of the following: (a) the United States of America, (b) the State of Louisiana, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the foregoing, and (f) any parish, municipality, tribunal, instrumentality or court having jurisdiction over River

Pines Plantation Subdivision or any of the uses that may be made of Lots or other portions of River Pines Plantation Subdivision .

1.13. **"Lot"** means a numbered or lettered portion of the Property intended for independent ownership and residential use, as defined in Section 1141.2(6) of the Act. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.14. **"Member"** means a Person entitled to membership in the Association, as provided in Section 7.2 with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.15. **"Owner"** means a holder of recorded fee simple title to a numbered or lettered Lot. Every Owner is a Member.

1.16. **"Parish"** means the parish in which the Property is located.

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

1.18. **"Plat"** means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named Parish, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.19. **"Property"** and **"RIVER PINES PLANTATION SUBDIVISION"** both mean and include the land described on Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Common Area, together with all improvements, servitudes, easements, rights, and appurtenances to the said Common Area also has the meaning of "association property" as defined in Section 1141.2(1) of the Act. The Property (i.e., **RIVER PINES PLANTATION SUBDIVISION**) is a "residential planned community" within the meaning of Section 1141.2(7) of the Act. Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

ARTICLE 2 THE PROPERTY

2.1. **GENERAL PROVISIONS.** The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. **ADDITIONAL PROPERTY.** Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the Members. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, in the conveyance records of the Parish.

2.3 **ADJACENT LAND USE.** The Association makes no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3 PROPERTY SERVITUDES AND RIGHTS

3.1 **OWNER'S RIGHT TO BUILD.** That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.2. **ASSOCIATION'S ACCESS SERVITUDE.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.2.1. Purposes. Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

- a. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance
- b. To respond to emergencies.
- c. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

3.2.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.3. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner acknowledges and agrees, for himself, tenants and his guests, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner acknowledges and agrees the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4 COMMON AREA

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. All costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are the responsibility of the Association, regardless of the nature of title to the Common Areas.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. all of the Property, save and except the Lots and deeded boat slips;
- b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;
- c. the entry feature, screening feature, and sign monument - if any;
- d. any modification, replacement, or addition to any of the above-described areas and improvements; and
- e. movable property owned by the Association, such as books and records, office equipment, and supplies.

ARTICLE 5 ARCHITECTURAL COVENANTS

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot.

5.2. THE ACC (ARCHITECTURAL CONTROL COMMITTEE) is an agency of the Association, to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to renovations, and landscaping. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board. The members of the ACC may be a combinations of Board Members and Association Members.

5.3. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's

compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.4. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit C. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.5. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6. DEEMED APPROVAL. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within **60 days** after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.7. BUILDING PERMIT. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

ARTICLE 6 USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on any lot for any commercial purpose or for food. No horses, livestock or poultry may be kept, bred or raised on any lot. The only animals permitted on the lots are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. All owners, owner's guest and visitors to lots and common grounds shall always comply with all state and local laws and ordinances regarding pets. Pets are always to be kept under the owner's control.

6.5. ANNOYANCE. No Lot, Residence or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may be calculated to cause a reduction in the overall value of other properties in the neighborhood; (d) may endanger the health or safety of residents of other Lots; (e) may result in the cancellation of insurance on the Property; or (f) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the Dwelling must be maintained in a manner so as not to be unsightly when viewed from the street, canals or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses do not entail visits to the Residence by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Placement of sports or play equipment or other structures of personal property is not permitted to extend beyond the front foundation line of the residence.

6.10. DRAINAGE. No owner or tenant may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.11. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. Fences may be constructed of wood, wrought iron, metals, steel, PVC or vinyl. The following is prohibited for all lots: barbed wire, chicken wire and any type of temporary fencing material. Plans for fencing shall be submitted to the ACC for review prior to construction.

6.11.1 Lots Off Water, no fence shall be built nearer to the front line than the foundation of the dwelling and the fence shall not exceed six (6) feet in height. Chain link fencing coated in green or black vinyl is permitted for off water lots only on the rear portion of the lot provided it adjoins an approved fencing material and is not visible from the road or canal.

6.11.2 Lots On The Water, no fence shall be built nearer to the front line than the foundation of the dwelling and the fence shall not exceed six (6) feet in height, and on the rear of the lot, fences must be constructed in a manner not to obstruct the adjoining lots view of the water; otherwise the rear fence is not to exceed forty-two (42) inches in height from the rear point of the structure to the water's edge.

6.12. GARAGES, MOVABLE STRUCTURES AND OUTBUILDINGS. No structure of any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board. Garages and Outbuildings are to be designed to match the residence in both material, appearance and color. At no time are garages, movable structures and outbuildings to be used as a residence. Plans for Garages and Outbuildings should be submitted to ACC for review prior to construction.

6.13. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made by tenants or guests loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The rules do not prohibit the use of noise-producing security devices.

6.14. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, boat houses and storage sheds.

6.15. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration.

6.16. SCREENING. An Owner may be required to screen from view anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.16, "screen from view" refers to the view of a person in a passenger vehicle driving on a street or the view of a person of average height standing in the middle of a yard of an adjoining Lot or as seen from a boat passing through the canals.

6.17. TELEVISION/SATELLITE DISHES. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception in the Subdivision. As used in this Section 6.17, the term "Antenna" means one of the following: (i) reception-only antennas or satellite dishes designed to receive

television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). The Owner may install the Antenna in the least conspicuous location on the Lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.18. VEHICLES.

6.18.1. The following must not be kept or stored within the Property unless stored inside of a closed garage or behind an enclosed fence: junk or abandoned vehicles, junk or abandoned boats, commercial or industrial vehicles of any type and size other than commercial vehicles related to the owners primary occupation that can be housed or parked within the limits of the properties driveway. Commercial vehicle parking will be at the discretion of the ACC.

6.18.2. Minibikes, go-carts, all-terrain vehicles, golf carts and other similar vehicles must not be operated on the roadway unless the operator is properly licensed, and vehicle is properly registered in compliance with applicable state and local laws. Minibikes and Go-Carts are not to be operated on Common Grounds.

6.19. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.19.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains.

6.19.2. No black window tinting, or highly reflective coating may be affixed to any window that is visible from any street or canal on the Property except for Low-E Rated windows and the like, per applicable Louisiana State and/or local codes.

6.19.3. No mirrored coatings are allowed on any window that is visible from any street or canal on the Property or other portion of the Property.

6.20. SWIMMING POOLS. Swimming Pools must not be constructed on any Lot without prior written approval from the ACC. Swimming Pools and Pool Decks may not extend beyond the front foundation line of the residence. Pool decks must not be constructed any closer than four feet (4') from the boundaries of the Lot on which the swimming pool is constructed; in appropriate situations, the ACC, may grant permission to construct a pool deck as close as three feet (3') from the boundaries of the Lot on which the swimming pool is constructed. At all times, the swimming pool and all related equipment must be screened from view and must not be visible from any street adjacent to the property or any other portion of the property other than the rear yard of the Lot on which the swimming pool is located. Pools must be constructed and designed, and the lot owner is to take all measures to ensure the pool will not drain onto adjacent properties (including the Common Area) or onto a street adjacent to the property. All pools are to be installed and enclosed in compliance with applicable Louisiana State and local laws.

6.21. SIGNS. No signs (such as for sale, garage sale, lost pet, announcements, and the like) shall be attached to any subdivision street signs, poles or light poles. An "open house" sign, garage sale sign, indicating that the Owner of the Lot is hosting such an event may be posted on that Lot for a period not to exceed three (3) continuous days.

6.22. FURNITURE FOR FRONT PORCH, BALCONY AND YARD. Furniture placed outside of a dwelling on a lot, whether on the front porch, balcony or in a yard, if visible from a street on the property or any other location on the property must be durable and kept in good repair. At no time will furnishing deemed for interior use be allowed to remain outside the residence.

6.23. CLOTHESLINES. Outside clotheslines or other outside facilities for drying or airing clothes are to be placed behind enclosed fences and screened from view. The line, poles and any attached items are not to be visible from the street, adjacent property or canals. Clothing, rugs, or other like items are not to be hung from railings, fencing or hedges,

6.24. GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided it does not extend beyond the front foundation line of the residence. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.25. WATERWAYS. There shall be no swimming, dumping of household trash or debris, including yard debris, clippings and trimmings in the waterways. The edges of waterways shall be kept clean from debris and weeds. Boats shall be operated so as not to make a wake that will cause the erosion of the banks or damage to moored boats. No owner, tenant, or guest shall operate their boat in a manner to cause a disturbance while operating their vessel. There shall be no feeding of the alligators as this presents a hazard to the safety of residents, guests and pets, and is in violation of State Laws.

6.26. A/C AND HEATING. Air conditioning equipment may not be installed in the front yard of a dwelling. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.27. PARKING VEHICLES. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than one day. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property, which is to include no parking of any equipment, vehicle, or the like. No house trailers, mobile homes, buses, commercial vehicles or commercial trucks shall be kept, stored, repaired or maintained on any Lot or servitude or right-of-way in any manner which would detract from the appearance of the Property.

6.28. PLAYGROUND EQUIPMENT. The use of play equipment, play-yards or basketball goals is allowed within the residential lots. Oversized items such as trampolines shall not extend beyond the front foundation line of the home. The location of these features should be carefully considered as to their impact on neighboring views and accessibility. The addition of fenced areas may be required as part of play yards. Play yards and equipment are to be kept in good repair. Basketball goals are permitted however, under no circumstances are they to interfere with or obstruct traffic flow. Basketball goals are to be kept in good repair.

6.29. SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Solar collectors may be placed in the rear of the homes only, subject to the approval of the ACC.

6.30. DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incidental to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

6.31. OIL AND MINING OPERATION. No oil drilling or mining operations or their attendant activities can be carried out on any lot.

6.32. GARAGE SALES. Garage Sales, Yard Sales and the like are permitted on weekends only. The sales shall not take place for greater than three days in a 30-day period.

6.33. DAMAGE TO FACILITIES. All owners of lots shall take necessary precautions to protect against damage to streets, water, sewer, drainage, power, common grounds and other facilities of River Pines Plantation. The lot owner shall be responsible for all damages caused by themselves, their tenants, contractors, employees, agents, guests. If the owner fails or refuses to do so in a timely fashion, with written notice, the Association may do so at the owner's expense, which is an individual assessment against the owner and his lot.

ARTICLE 7 ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated but may later dissolve and operate as an unincorporated association, as the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Louisiana Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the Parish conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

A. Co-Owners. If a Lot is owned by more than one (1) Person, all Co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting. There is one Membership per lot.

B. Nature of Owner. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

7.3. VOTING RIGHTS. There shall be one vote per Membership regardless of the number of lots owned. If a single Lot is owned by more than one natural person, only one vote shall be cast. Delinquency in Dues, Assessments or other Fees may result in the suspension of voting rights.

7.4. BOARD. The Association is governed by the Board. The Board will consist of at least 7 persons elected by the Members. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean "**the Association acting through its Board**". Refer to Article VII of the Articles of Incorporation.

7.5. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) in writing at a meeting of Members of at least a majority of the Owners are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (b) in writing by a majority of Members, provided the opportunity to approve or disapprove was given to each Member.

7.6. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.7. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

7.7.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Owner is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to and/or owned by the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and

- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Owners for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Member is uniform for all Members.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 30 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association within 15 days of the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of a majority of the membership and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote.
- e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word "**privilege**" has the same meaning as the word "privilege" in Louisiana Revised Statutes 9:1145 - 1148.

ARTICLE 9 ASSESSMENT PRIVILEGE

9.1. ASSESSMENT PRIVILEGE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. SUPERIORITY OF MORTGAGE. The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. NOTICE AND RELEASE OF NOTICE. The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Louisiana law (currently provided in Louisiana Revised Statutes 9:1145 - 9:1148), which constitutes record notice and perfection of the privilege.

9.5. FORECLOSURE OF PRIVILEGE. The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10 ENFORCING THE COMMUNITY DOCUMENTS

10.1. NOTICE. Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. Fine. The Association may levy fines for each act of violation and for each day a violation continues.

10.2.2. Suspension. The Association may suspend the right of owners and residents to use Common Areas for any period during which the owner or resident, or the owner or resident's family, guests, employees, agents, renters or contractors violate the Community Documents.

10.2.3. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any

future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

- a. the Common Areas;
- b. any immovable and movable property owned by the Association, but which is not a Common Area, such as a Lot owned by the Association;
- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the Parish, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. House Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot.

11.2.3. Deeded Boat Slips. Each owner shall maintain all portions under roof from land to water, including but not limited to, the bulkhead, pylons, slip, dock, deck boards, supports and roof and any other portions thereof for their deeded portion of said slip. Repairs to any shared portions shall be equally split among the owners of that shared portion. Deeded Boat Slips cannot be sold separate and apart from the original designated lot.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12

MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, "Purchase Money Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

- a. its mortgage against the Lot is superior to the Association's privilege for Assessments;
- b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;
- c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;
- d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;
- e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;

- f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and
- g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2 COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13 AMENDMENTS

13.1. CONSENTS REQUIRED. As permitted by the Article of Incorporation, certain Amendments to this Declaration may be approved by a unanimous vote of the Board alone. Amendments considered for Board approval alone, will be posted for public comment for 30 days. Otherwise, Amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members by vote will require signature of Members. Record of those votes will be attached to the conveyance record for the amendment. The amendment will be signed by all Board Members at the time of approval.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the parish in which the Property is located.

ARTICLE 14 DISPUTE RESOLUTION

14.1. INTRODUCTION AND DEFINITIONS. The Association, the Owners, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims relating to the design, construction, or maintenance of the Property.

14.1.2. "**Claimant**" means any Party having a Claim against any other Party.

14.1.3. "**Exempt Claims**" means the following claims or actions, which are exempt from this Article:

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;
- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. "**Respondent**" means the Party against whom the Claimant has a Claim.

14.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. At such meeting or at some other mutually agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If

Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. LITIGATION APPROVAL AND SETTLEMENT. The initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Membership.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Membership, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.3. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15 **GENERAL PROVISIONS**

15.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: The Plat (highest), Association's Articles of Incorporation, Bylaws, and this document.

15.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

15.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

15.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general

statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word "shall" and "will" have the same meaning in this Declaration and are both to be interpreted as mandatory.

15.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in Livingston Parish, Louisiana, on 2-19-2020, and in the presence of the undersigned, competent witnesses, who hereunto sign their names and me, Notary, after reading of the whole.

WITNESSES:

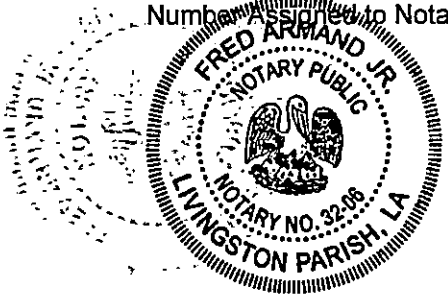
Helen Phillips
Printed Name: Helen N. Phillips

Lisa Broyles
Printed Name: LISA broyles

ASSOCIATION

Melissa Dailey
By: Melissa Dailey, President

[Signature]
NOTARY PUBLIC, in and for
Livingston Parish, Louisiana
My Commission Expires: 12-31-2020
Printed Name of Notary Public: Fred Armand Jr
Number Assigned to Notary Public (or Bar Roll No.): 270206



**Resolutions of the
River Pines Plantation Property Owners Association, Inc.**

At a duly called meeting of the River Pines Plantation Property Owners Association, Inc. ("Association") held in Livingston Parish, Louisiana on _____, 2019, with a quorum of members of the Association present, the following recitals and resolutions were duly adopted.

Recitals

WHEREAS, greater than fifty (50%) percent of the members of the Association owning Lots in Phase I and Phase II of River Pines Plantation voted to adopt those certain Amended and Restated Covenants and Restrictions for River Pines Plantation Phases I and II encumbering the immovable property located in Livingston Parish, Louisiana and described more fully on Exhibit A attached hereto ("Property"); and

WHEREAS, the members of the Association desire that that Missy Dailey, in her capacity as President of the Association, be authorized to execute and record those certain Amended and Restated Covenants and Restrictions for River Pines Plantation Phases I and II.

NOW THEREFORE, the Association hereby adopts the following resolutions and the above recitals, which are hereby made an integral part of this Resolution of the River Pines Plantation Property Owners Association, Inc.:

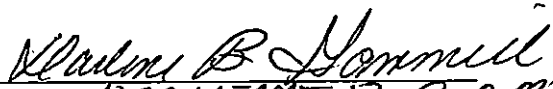
Resolutions

BE IT RESOLVED that Missy Dailey, in her capacity as President of the Association, is hereby authorized by the members of the Association to execute and record those certain Amended and Restated Covenants and Restrictions for River Pines Plantation Phases I and II;

Certificate

I do hereby certify that I am the duly elected Secretary of the Association and that the foregoing recitals and resolutions were unanimously adopted by the Association at the meeting held on _____, 2019, at which meeting a quorum was present and at which a majority of the members of the Association owning Lots in Phase I and Phase II of River Pines Plantation voted in favor thereof. These resolutions have not been modified or rescinded and are in full force and effect.

Livingston Parish, Louisiana, this ____ day of January, 2020.


Name: DARLENE B GAMMILL
Title: Secretary

Attest:

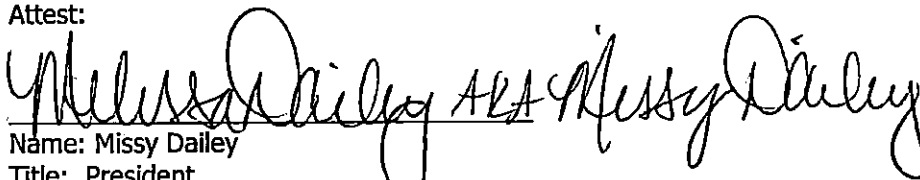

Name: Missy Dailey
Title: President

EXHIBIT A
THE PROPERTY

PHASE I

Those certain tracts or parcels of ground situated in the subdivision known as River Pines Plantation, Phase I, located in Livingston Parish, Louisiana and as shown on the map entitled, "Phase I, River Pines Plantation, A survey and subdivision of a parcel of Land Located In Sec. 38, T-8-S, R-6-E, Livingston Parish, La." made by William J. Bodin, Jr. of Bodin and Webb, Inc., dated October 10, 1977, filed and recorded in the official records of Livingston Parish, Louisiana at Plat Book 13, Page 67, File No. 140568.

PHASE II

Those certain tracts or parcels of ground situated in the subdivision known as River Pines Plantation, Phase II, located in Livingston Parish, Louisiana and as shown on the map entitled, "The Island, Phase II - River Pines Plantation, A survey and subdivision of a parcel of Land Located In Sec. 38, T-8-S, R-6-E, Livingston Parish, Louisiana" made by William J. Bodin, Jr. of Bodin and Webb, Inc., dated July 7, 1979 and revised May 7, 1981, filed with that certain Amended Act of Dedication and Revised Plat of River Pines Plantation, Phase II, and recorded in the official records of Livingston Parish, Louisiana at Plat Book 14, Page 462, File No. 182664.

EXHIBIT B
THE TOWNHOMES

The Restrictions below apply exclusively to Lots 132-147 (inclusive) commonly referred to as "The Townhomes". In addition, Lots 132-147 (inclusive) are bound by the Articles of Incorporation, Bylaws and Covenants and Restrictions for River Pines Plantation Subdivision. The Townhomes are subject to provisions and benefits of River Pines Plantation Property Owner Association Membership, Servitudes, Assessments, Voting Privilege and use of Common Grounds as well as those listed below:

A.1. Party Walls. Each wall which is built as a part of the original construction of the townhomes and placed on the dividing line between the townhomes and their respective underlying lots shall constitute a party wall and to the extent not inconsistent with the provision of this article the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

A.1.1 Repair. The cost of repair and maintenance of a party wall shall be shared by the townhome owners who make use of the wall. If the damage is caused by fire or other casualty, any townhome owner may repair the wall and thereafter if any townhome owner makes use of the wall, they will contribute the cost of restoration proportion to use without prejudice for any townhome owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

A.1.2. Negligence. Notwithstanding any other provision in the Restrictions or Exhibit B, a townhome owner who by his negligence or willful act cause the party wall to be exposed to the elements shall bear the whole cost of repairs.

A.1.3. Arbitration. Should a dispute arise between parties on repair of a party wall, owners agree to seek arbitration as a first means of settling the dispute.

A.2.1 Exterior Maintenance. The townhome owners shall collectively provide for the exterior maintenance of their townhome. The townhome owner's exterior maintenance responsibilities upon each townhome shall be as follows: Paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces. In the event that the need for maintenance or repair is caused through the willful or negligent act of a townhome owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhome is subject. All repairs shall be consistent in nature and color scheme with the original building so that each townhome set maintains a uniform appearance and shall be subject to review by the Architectural Control Committee. The owner of any townhome shall bear the expense of the repair and maintenance of the interior of his townhome and any and all equipment, appliances or fixtures therein situated.

A.3.1 Insurance. The insurance which shall be carried upon the townhomes shall be governed by the following provisions:

A.3.1.1 Mandate to Purchase. All casualty insurance policies upon the townhomes shall be purchased by each townhome owner for the benefit of the townhome owner, neighboring owners and their respective mortgagees as their respective interests may appear and shall provide for the issuance of certificates of mortgage insurance endorsements to the holders of mortgages on the townhomes or any of them. The Association shall not be responsible for obtaining insurance on any townhome, property, contents, or any additions, alterations or improvements made by any townhome owner to his townhome, or for any other purpose.

A.3.2 Coverage. The townhomes and all other insurable improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of land, excavations, foundations and other items normally excluded from property policies) as determined annually through an appraisal by the insurance company affording such coverage or by an independent appraiser. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsements;
- (ii) Such other risks as from time to time customarily shall be covered with respect to properties similar in construction, location and use as the townhomes, including, but not limited to, vandalism, malicious mischief, flood and all risk or "Difference in Conditions" coverage, and such policies shall be purchased when offered or are affordable via the common expenses.

Casualty insurance coverage of the townhomes by the owners shall include to the extent obtainable;

- (i) Endorsements insuring all air conditioning-heating equipment and other service machinery, in an amount equal to full replacement value, without deduction for depreciation; each of such policies shall contain a Louisiana Standard Mortgagee clause in favor of each mortgagee of a townhome which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association or an Insurance Trustee, hereinafter set forth;
- (ii) Glass insurance;
- (iii) Water damage insurance; and
- (iv) Such other insurance as the Board of Directors of the Association may determine.

EXHIBIT C.
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity including the Corp. of Engineers if necessary, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single-family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer. All foundations including porches, but not steps, must be set back not less than thirty (30) feet from the front line (facing street), nor closer than 5 feet from the side lines, nor closer than ten (10) feet to the rear line water lots. Interior heated and cooled square footage of home shall not be less than 1500sqft. Variances in setbacks may be granted by the ACC based on the lot size at the time of construction.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction, but not before, building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS HOMES, TOWNHOMES, GARAGES, SHEDS AND OUTBUILDINGS. The exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be vinyl, wood or a cement fiber board product, such as Hardiplank. Exterior siding must be sealed, painted or stained with the appropriate number of finished coats.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass, asphalt or cedar shingles are permitted. Baked on enamel and galvanized metal roofing is also permitted. Roofs on boathouses are not required to match the home.

B.5. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.6. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by original developer as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. Each Lot will use the city, parish, or private utility company providing sewer and water service to each lot in the community. Individual water supply and sewage disposal systems are not permitted.

B.7. BOATHOUSES AND DOCKS. Boathouses and docks are to be built within the property lines of the lot. Combination boathouse-dwellings are acceptable.

B.8. RE-SUBDIVISION OF LOTS. These covenants prohibit the re-subdivision of lots to any dimensions smaller than those shown on the official recorded plat; however, this does not prohibit the use of more than one lot, nor does it prohibit two lot owners from purchasing a lot lying between their respective lots and then dividing it between them, provided on one dwelling is placed on the lot and one half thus created.