Lafourche Parish Recording Page

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First VENDOR

VILLAS AT LEIGHTON PLANTATION SUBDIVISION THE

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-RESTRICTIVE COVENANTS

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RESTRICTIVE COVENANTS

FOR

THE VILLAS AT LEIGHTON PLANTATION SUBDIVISION

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BE IT KNOWN, that on this 27th day of March, 2014, before the undersigned Notary Public, duly commissioned and qualified within and for the Parish and State, aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared;

> LMM DEVELOPMENTS, L.L.C, a Louisiana limited liability company organized and doing business under the laws of the State of Louisiana, whose present mailing address is declared to be. 9018 Jefferson Hwy., Suite A Baton Rouge, La 70809, represented herein by its duly authorized Manager, Lawrence M. Maestri, by virtue of a Certificate of Authority on file and of record in the Office of the Clerk and Recorder for the Parish of Lafourche, State of Louisiana

Hereinafter called "DEVELOPER" who declared that it has acquired and is the owner of the following described property, to wit:

> All those certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining to, located in Sections 8 & 9, T15S-R16E, Parish of Lafourche, State of Louisiana, in that subdivision known as **THE VILLAS AT LEIGHTON PLANTATION**, and designated on a plat of survey thereof made and prepared by David A. Waitz Engineering and Surveying LLC, dated October 10, 2012, as revised and recorded in Map/Plat Book 1959, Page 803, Instrument No. 1174241 of the official records of the Clerk of Recorder of the Parish of Lafourche, State of Louisiana, as **LOT NUMBERS ONE (1) THROUGH EIGHTEEN (18), BLOCK 1, inclusive; LOT NUMBERS ONE (1) THROUGH TWENTY ONE (21), BLOCK 2, inclusive; LOT NUMBERS ONE (1) THROUGH TWELVE (12), BLOCK 3, inclusive; LOT NUMBERS ONE (1) THROUGH NINE (9), BLOCK 4, inclusive; and LOT NUMBER ONE (1) BLOCK 5**; said subdivision, said lots having such measurements and dimensions and being subject to the servitudes and building line setbacks as shown on the said map.
>
> Together with and subject to covenants, easements, and restrictions of record.

Said subdivision, having the measurements and dimension and being subject to those servitudes and building set back lines as shown on the Final Plat recorded as Instrument No. 1174241 in the Office of the Clerk and Recorder for the Parish of Lafourche, State of Louisiana.

DEVELOPER further declares that it is its intention to sell lots from the above named subdivision in the future and that it hereby establishes the following restrictive covenants, which shall run with the land and be binding upon all future owners of the same, and upon all lots taken from the above described property, as follows:

1. All lots taken or developed from the above described property are designated for residential use only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on Developer the right to re-subdivide any lot owned by the Developer for the purpose of creating passages of ingress and egress to adjoining property.

2. No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one single-family dwelling, not to exceed two and one-half stories in height, with the usual and appropriate outbuilding, private garages and or carports designed to house automobiles.

3. Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5) feet to any side line. Lattice, slats, etc. will not constitute an acceptable wall structure.

4. Servitudes and right-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.

5. Each lot owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.

6. No residual structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and Developer may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which may be deemed undesirable, or which in its discretion detract from the values of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

   The Developer's approval or disapproval as required by these covenants shall be in writing. In the event the Developer fails to approve or disapprove within (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have fully complied with.

7. No residence or building of any kind, no improvements which extends above ground level and no fence shall be erected, placed, altered, or permitted of any lot unless and until the construction plans, specification elevations, and a plan showing the location for the structure shall have been approved in writing by the Developer as to harmony of the exterior design with existing structures, and the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

8. No house trailer, mobile homes, commercial vehicles or trucks shall be kept, stored repaired or maintained on any lots or tracts, servitude or right-of-ways, in any manner which would detract from the appearance of the subdivision.

9. No structure, of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.

10. No Commercial business or noxious or offensive trade activity shall be conducted on any lot, not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, this shall not be interpreted to restrict a builder from erecting temporary warehouse and/or office on any lot for the construction of a house on that lot.

11. No outbuildings such as a storage shed or workshop may be constructed without prior approval of the Developer as to both location and design. Outbuildings which are visible from the street or which exceed the height of the perimeter fence must be or permanent construction and must match the exterior finish of the residence.

12. No signs or any kind shall be displayed for the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

14. No boats, vehicles, campers, motor homes, or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers, or any similar itemsshall be parked, kept or stored on any lot, improved lot or any other place in the subdvision for a period in excess of nine (9) consecutive hours unless housed in an enclosed garage. Nothing shall be stored in any manner which would detract from the appearance of the subdivision.

15. Fences shall be constructed only of wood, brick, ornamental iron, or other material approval in writing by the developer, provided that barbed wire and net wire fences are prohibited.

16. No building material or no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.

17. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which times said covenants shall be automatically extended for successive periods of ten (10) years.

18. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the later remain in full force and effect.

19. If the owner, purchaser or occupant of any lot or tract in this subdivision his heirs, successors or assigns, shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or person owning any of the lots or tracts herein to initiate any proceedings in a court of competent jurisdictions to obtain injunctive relief against such threatened or actual violations, and for other appropriate relief.

20. The setback line shall be fifteen (15) feet and there shall be a five (5) foot sideline setback on each lot, unless otherwise indicated on plat.

21. Model Homes will be permitted. A model home is a single-family residence constructed within the subdivision, furnished and used primarily as a display home, not currently for sale, and used as a sale office, Advertising devices for the sale of houses under construction, including but not limited to signs, lighting, flags, etc. which are in good taste, may be permitted. During time of construction builder may have on site, construction trailer or container.

22. There shall be established a The Villas at Leighton Plantation Homeowners Association (the "Association"). Until such time as the lot owners form the Association, the Developers shall have all the powers of the Association under these restrictions. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensations for services performed in connection with the administration of these covenants.

23. Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Lafourche Parish, Louisiana, without approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, the effect of which may be to create new restrictive covenants, modify restrictive covenants

and/or otherwise make these Restrictive Covenants more of less restrictive. Each owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by amendments as are permitted by this section.

24. The Association reserves the right initially to charge an annual assessment to each homeowner and lot owner in the amount of $250.00 per year per dwelling and $250.00 per year per undeveloped lot, subject to annual increases per Board approval.

25. The Association shall have the duties, powers and rights set forth in these Restrictive Covenants, the Association's Articles of Incorporation and the Association's By-Laws. There shall be only one Association that shall have jurisdiction over the Subdivision and all additions thereto.

26. The purpose of the Association will be to further the common interest of the Owners and the Subdivision as a whole. The Association, acting through the Board of Directors, shall have the duties and powers, hereinafter set forth, and as will be stated in the Articles of Incorporation and By-Laws. Such duties and powers shall be for the purpose of carrying out anything that may be necessary or desirable to further the common interests and to maintain, improve and enhance the Common Areas. Among other things, it will be the responsibility of the Association, through its Board of Directors, to:

    (a) Elect officers to conduct the affairs of the Association.
    (b) Enforce all covenants and restrictions herein declared.
    (c) Serve and represent the Owners in any public matter or hearing affecting the Subdivision.
    (d) Maintain any landscaping, gates, other such structures and facilities in the Common Areas of the Subdivision.
    (e) Maintain the grounds (including cutting the grass) on all park areas, streets, private servitudes of access, and Common Areas.
    (f) Maintain and replace the Common equipment and facilities and when needed to insure with liability insurance or any other insurance which may be required.
    (g) Pay the debts of the Association.
    (h) Levy and collect assessments as provided herein.
    (i) Levy and collect fines for each act of violation of these Restrictive Covenants.
    (j) 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, or contractors violate these Restrictive Covenants.
    (k) Enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates these Restrictive Covenants. (In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an individual assessment. The Board will make reasonable efforts to give the violating Owner prior notice of its intent to exercise such self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to

remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.)

(l) File legal action to enforce these Restrictive Covenants and to recover damages or for injunctive relief to cause any violation to be remedied, or both.

(m) Maintain any streets, playgrounds, servitudes of access, recreation areas and Common Areas thereof in a neat and attractive manner.

(n) Act in any other capacity or manner, or on any matter in which the Board of Directors authorizes.

27. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, 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. The Association, through the Board of Directors, may use its sole discretion in determining whether to pursue a violation of these Restrictive Covenants on behalf of the Association, provided the Board does not act in an arbitrary or capricious manner. 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 these Restrictive Covenants at any future time. No officer, director, or member of the Association is liable to any Owner for the failure to enforce any of these Restrictive Covenants at any time.

28. 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 these Restrictive Covenants, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these Restrictive Covenants or the restraint of violations of these Restrictive Covenants, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

29. The Association shall have all the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents, consultants, subject only to such limitations upon such powers as may be set forth in these Restrictive Covenants, the Association's Articles of Incorporation or in the Association's By-Laws.

30. Developer shall have, and hereby retains and reserves, those certain rights set forth in these Restrictive Covenants with respect to the Property Owners, the Association and the Board of Directors. The rights and reservations of Developer set forth in these Restrictive Covenants shall be deemed accepted and reserved in each conveyance of property by Developer to the Association and in each deed or other instrument by which any Lot is conveyed by Developer, whether or not specifically stated therein. The rights, reservations and servitudes of Developer set forth in these Restrictive Covenants shall be prior and superior to any other provisions of these Restrictive Covenants and may not, without Developer's prior written consent, be modified,

amended, rescinded or affected by any amendment of these Restrictive Covenants. Developer's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

31. The Association shall adopt budgets and levy and collect Assessments as authorized or required by this document and the Association's By-Laws and/or any other rule, regulation or any other vehicle that the Association deems appropriate and is consistent with Louisiana Law.

32. The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of these Restrictive Covenants or any amended Act. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. The Association shall have the power and duty to enforce the provisions of these Restrictive Covenants, and the Rules and Regulations, and shall take such action as the Board of Directors deems necessary or desirable to cause compliance therewith by each Owner and/or any other person or entity. Should costs be incurred in the enforcement of these Covenants, and/or Rules and Regulations of the Association, the persons or entities found to be in breech shall pay those costs, which include attorney fees, costs of court, and all collection costs of any nature.

33. Developer will set forth the number of Directors and the rights, duties and obligations of the Board of Directors of the Association in the Articles of Incorporation and/or the By-Laws of the Association. The first set of Directors shall be appointed by Developer and shall serve for one year until replaced by Directors duly elected into office by the Members during a meeting for such purpose. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, tribunals, managers, officers of the Association or to agents and employees of the Association. Action 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 or Owners, except as otherwise specifically provided in these Restrictive Covenants, the Association's Articles of Incorporation and the Association's By-Laws.

34. Every Property Owner, including Developer, shall automatically and by virtue of such status as a Property Owner, be a Member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of record of the ownership of any Lot shall automatically transfer membership in the Association.

35. By agreeing to purchase a Lot, each Owner, except Developer and Association, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all terms and provisions of these Restrictive Covenants and to pay to Developer or the Association as provided below the following: (1) annual assessments or charges; and (2) special assessments or charges established and collected from time to time as hereinafter provided.

The annual and any special assessments shall be a charge and continuing lien on the real Property of the Property Owner and improvements thereon against which each such assessment is made. Each such assessment, together with late fees and interest thereon until collected and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the Property Owner in addition to the lien on the Lot at the time when the assessment first becomes due and payable and shall create a lien upon the lot on which the assessment was established. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment, interest, penalties, attorney fees and cost of collection.

If an assessment is not paid within thirty (30) days after the due date, such assessment shall then be deemed delinquent and late fees and interest shall be added to the amount as provided herein and a penalty in an amount to be determined annually by the Board of Directors of the Association and consistently applied shall be added to such assessment, and further, the Association may bring suit against the Owner personally, and there shall be added to the amount of such assessment the Associations actual attorneys' fees, court costs and all other costs of collection related to such action. Subject to change, the minimum late fee shall be $75.00. Unless otherwise provided by the Board of Directors, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.

36. Notwithstanding any provision contained herein, until such time that Developer has in fact conveyed to the Association all of the Common Properties, all assessments of any nature provided for herein shall be due and payable to Developer, its successors or assigns, and all rights hereby established on behalf of the Association and the Board of Directors of the Association, including all remedies in event of default by an Owner, shall accrue to the benefit of Developer. The assessments levied by the Association or Developer shall be used for the operation of the Association, the Common Property, including but not limited to, the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the roadways, paths, tunnels, boardwalks, bridges, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes; additionally, such funds may be used to provide services which Developer or Association is authorized to provide hereunder; including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and Property Owner information services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments may also be used for any lawful purpose the Association deems necessary or appropriate.

37. The annual assessments, as set forth in Section 24 above, and as annually increased pursuant to the provisions herein, shall be levied by the Association or by Developer pursuant to Section 34. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may

levy such lesser assessments. However, so long as Developer is engaged in the Development of properties which are subject to the terms of these Restrictive Covenants, the Association may not reduce annual assessments below those set out in subparagraph (a) of this Section without prior written consent of Developer. The levy of annual assessments less than the maximum regular annual assessments in one year shall not affect the Board's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

38. In addition to the maximum regular annual assessment authorized by Section 35 hereof, the Association may also levy special assessments against the Property Owners for any reason it deems appropriate, including the following non-exclusive purposes:

    (a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;
    (b) Additions to the Common Properties;
    (c) Purchase of or repairs to facilities and equipment required to offer the services authorized herein;
    (d) Repayment of any loan made by the Association.

    The proportion of each special assessment to be paid by the Property Owners shall be equal to their respective proportions of the annual assessments made for the assessment year during which such special assessments are levied.

    Special Assessments shall be authorized by Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such Special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in each adopted. The Developer is not required to pay any Special Assessment made by the Developer or the Association.

39. Any individual or special expenses of the Association occasioned by the conduct of an Owner or by the family, tenants, agents, guests, invitees or permittees of any Owner shall be specifically assessed against such Owner personally and against his respective Lot, and a lien on that Lot is hereby granted for such expenses. The amount and due date of such Assessment(s) so levied shall be specified at the time the Assessment(s) are made.

40. The Association may establish reserve funds from its annual assessments to be held in reserve for any use that the Association may deem appropriate, which may include,

but is not limited to: (a) major rehabilitation or major repairs, (b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, (c) recurring periodic maintenance, and (d) initial costs of any new service to be performed by the Association.

41. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence on April 1, 2014 and be due on February 1st of each successive year.

42. After the Developer tenders these duties, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot, in accordance with the assessment schedule as provided herein above, and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be sent promptly to every Property Owner subject thereto. The Association shall, upon written demand from any Property Owner at any time, furnish to such Property Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.

43. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage becomes of record and, provided further, that upon a sale or transfer of such Property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such Property shall be subject to the lien of such subsequent assessments.

44. All sums assessed against any Lot pursuant to these Restrictive Covenants or any other rules of the Association, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association, until paid.

45. Any Assessments to a Property Owner or any portions thereof which are not paid when due shall be delinquent. In the event an Owner falls to pay an Assessment within ten (10) days after the due date thereof, the Board of Directors of the Association may send the delinquent Owner notice of such payment due. Notice shall not be a requisite to payment nor imposition of late fees or interest. If the delinquent Owner fails to pay the amount due within thirty (30) days after the due date, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording notice setting forth the amount of the claim of delinquency, the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon. The recorded notice shall also set forth the legal description and municipal address of the Lot against which the lien is claimed and the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The liens shall be prior to any declaration of homestead rights and any other lien, encumbrance or mortgage

encumbering the Lot; provided however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or mortgage.

The lien shall secure all amounts set forth in the notice of lien, as well as subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied.

When all amounts claimed under the notice of lien and all other costs (including reasonable 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.

Unless paid or otherwise satisfied the lien may be foreclosed in the manner for foreclosure of mortgages allowed by the laws of the State of Louisiana. Should the foreclosure not bring funds to pay the lien, the Property Owner, or the transferee of the Lot shall not be relieved from personal liability for, the amounts of the liens, including any additional Assessments, late charges, interests, and costs of collection (including reasonable attorneys' fees) made thereafter.

Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

46. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Property Owner, by his acceptance of deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against such Property Owner personally for the collection of such Assessments as debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, and an Owner shall remain personally liable for Assessments, late charges, interests and costs and these amounts shall be paid prior to any sale, transfer, or the conveyance of the Lot.

47. The remedies provided in these Restrictive Covenants are cumulative and not exclusive.

48. The following property, individuals, partnerships, or corporations subject to these Restrictive Covenants shall be exempted from assessments, charges and liens created herein:

(a) Developer and any Lot(s) owned by Developer;
(b) The grantee in conveyances made for the purpose of granting utility and drainage easements;
(c) The Common Properties;
(d) Property which is used in the maintenance and service of facilities within Common Properties.

Provided however, Developer shall be responsible for any shortage for payment of expenses unpaid by the Association until Developer sells all lots which it owns.

49. The Board of Directors shall cause to be prepared and make available to all Members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all Members at reasonable times with a prior appointment with the Association Treasurer.

50. Developer reserves the right to alter/amend the size and/or shape of the Subdivision in the future as a result of a subsequent purchase and/or other acquisition of additional contiguous property, and to add additional Filings to be included under these Restrictive Covenants.

51. Developer reserves the right to assign to any other entity ("Assignee") any of its rights, obligations and/or functions reserved in these Restrictive Covenants including, but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements, its right to amend these Restrictive Covenants, and its rights of enforcement. The term "Developer" shall include any assignee of LMM Developments, L.L.C. Thereafter, such Developer/Assignee may convey those rights, obligation and/or functions to any other entity or Owners.

[Signature Page to Follow]

AGREED, AFFIRMED AND EXECUTED before me, as Notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 27th day of March, 2014.

WITNESSES:

Michelle D. Holland

Ashley Langlois

DEVELOPER:

LMM DEVELOPMENTS, L.L.C.

BY: _____

Name: Lawrence M. Maestri
Title: Manager

STEPHEN G. MCCOLLISTER (La. Bar #1931)
NOTARY PUBLIC
My Commission Expires At My Death.