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ACT OF RESTRICTIONS FOR HARRELL'S FERRY LANDING

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN that on this 23rd day of April, 2004, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

HARRELL'S FERRY LANDING, L.L.C., a Limited Liability Company, duly organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Livingston, State of Louisiana, represented herein by the undersigned Members, duly authorized by virtue of a Certificate of Authority on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; (hereinafter referred to as the "Developer").

Who did depose and say that the Developer is the owner of the following real property:

The property comprising Lots One (1) through Twenty-Nine (29), situated in Sections 42 and 50, Township 7 South, Range 3 East, G.L.D., Parish of Livingston, State of Louisiana, and which property is shown on a map entitled "Final Plat of Harrell's Ferry Landing, Located in Sections 42 and 50, T7S, R3E, G.L.D., Livingston Parish, Louisiana, For Harrell's Ferry Landing, L.L.C.", prepared by Alvin Fairburn & Associates, LLC, C. E. and Land Surveyors, dated April 19, 2004, which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, under Entry Number 548,650.

All of the above described property hereinafter being referred to as the "Property."

The Developer hereby declares that it is the owner of all of the Property described above and that the Property shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure the benefit of each Owner thereof.

**1.
DEFINITIONS**

- 1.1 "Property" or "Properties" shall mean and refer to that certain real property described above.
- 1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.
- 1.3 "Common Area" or "Common Property" shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners.
- 1.4 "Developer" or "Declarant" shall mean and refer to Harrell's Ferry Landing, L.L.C., Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., and to its successors and assigns.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be any "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure. An "Owner" may also be referred to as a "Member" for purposes of referring to his membership in the Association.
- 1.6 "Harrell's Ferry Landing" or "Subdivision" shall mean Harrell's Ferry Landing, as set forth on the Final Plat for the same.
- 1.7 "Restrictions" or "Declarations" shall mean the entire body of this document entitled "Act of Restrictions for Harrell's Ferry Landing" as amended from time to time as set forth herein.
- 1.8 "Association" shall mean The Harrell's Ferry Landing Subdivision Homeowners Association, Inc.
- 1.9 "Committee" shall mean the Architectural Control Committee for Harrell's Ferry Landing (also herein called the "Architectural Control Committee").
- 1.10 "Final Plat" shall mean the Final Plat of Harrell's Ferry Landing that is recorded in the official records or the Clerk of Court of Livingston Parish.
- 1.11 "Appointment Period" shall mean the period of time commencing as of the date of recordation



of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 5.2 and Section 5.5 and, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2010.

1.12 "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

1.13 "By-Laws" shall mean the By-Laws of The Association adopted by the Board of Directors, as amended from time to time.

1.14 "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

1.15 "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

**2.
PURPOSE**

2.1 Purpose. The purpose hereof is the creation of a high quality residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and more appropriate development and improvement of each Lot: to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also their personal obligation of each Owner of a Lot in favor of the Owners of the other Lots. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the conditions, covenants, restrictions, reservation, servitudes, liens and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Architectural Control Committee of Harrell's Ferry Landing (The "Committee") of proposed plans of improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

**3.
IMPROVEMENT RESTRICTIONS**

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Harrell's Ferry Landing (the "Committee" or the "Architectural Control Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of three (3) members, being the then serving President, Secretary and Treasurer of the Association, unless otherwise determined by the majority vote of the Board of Directors of the Association. However, until One Hundred percent (100%) of the Lots in Harrell's Ferry Landing have been built, completed, and transferred to Owners who will occupy the homes as their principal residences (unless the Initial Committee previously resigns without designation of a designee or successor), the Committee shall consist of two (2) members or representatives of the Developer (the "Initial Committee"), or their designees or successors. The Developer may voluntarily relinquish control of the Committee to Harrell's Ferry Landing Homeowners Association, Inc., at any time it may choose.

3.3 Submission of Plans.

A. Submission of Preliminary Plans. Prior to completion of Final Plans for any significant improvements on a Lot, the Owner thereof shall submit to the Committee and Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., Preliminary Plans (on a 1/4" scale) for such proposed improvements consisting of a floor plan, front elevation, a site plan with driveway

Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., may issue its written approval or disapproval of such plans or proposals submitted to it anytime within ten (10) days. After written approval by the Committee and Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., of the Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvements (which must also be submitted to the Committee as set forth in Section 3.3B below).

B. Submission of Final Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee and Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., one set of Final Plans and specifications for the construction, remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dishes and other improvement deemed significant by the Committee. No work may commence on any Lot until the written approval of such Final Plans has been given by the Committee. No building on any Lot may proceed except in accordance with submitted Final Plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or not in accordance with Final Plans approved by the Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- i. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plans for a home or other improvements should be drawn to "industry standards." In the event the plans are not drawn to "industry standards," they may not be approved by the Committee.
- ii. A plot plan on a scale 1:20, showing the location of all improvements on the Lot, drainage plan for the Lot, building setbacks and servitudes.
- iii. The Construction Deposit (as set forth in Section 3.10 below) must be received prior to the review of the Final Plans by the Committee.

Any other request for any approval required by the Architectural Control Committee of Harrell's Ferry Landing (the "Committee") shall be submitted in writing by the applicant (with appropriate drawings or other information) to the Committee. Approval required by the Committee is not effective unless it is in writing and signed by a member of the Committee. Unless otherwise stated herein, if a request for approval is submitted to the Committee and the Committee issues no written approval thereof, this shall be considered a disapproval of such request by the Committee.

3.4 Review of the Final Plans. The Committee and Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., may issue its written approval or disapproval of such Final Plans submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months after the date of approval of the Final Plans or any other proposals, then the approval is void.

3.5 Standards for Review. The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Even though the submitted plans follow all guidelines set forth in these Restrictions, they may be disapproved by the Committee because the proposed home does not fit with the general architectural style of the development or the proposed home has too many features that are similar to another home on a Lot in close vicinity of the proposed home. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selections of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants. Notwithstanding anything in these Restrictions to the contrary, the Committee shall have the right to approve any variances from these Restrictions when it deems it in the best interest of the overall house design or in the interest of the general plan of development for the Subdivision.

3.6 Finality of Decision. The decisions of the Developer, Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., shall be in their sole discretion and shall be final, binding and shall not be appealable, until all lots are sold.

3.7 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate. Further, written approval of the Committee must be obtained by a Lot Owner for any waiver of the Parish/Zoning Ordinance the Lot Owner seeks to obtain; any waiver granted by the Parish without the prior written approval of the Committee must nevertheless receive Committee approval. The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a Lot Owner to enforce these restrictions.

3.8 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the

member of the Committee is adjudged guilty of willful malfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

3.9 Landscaping. A landscape plan and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted to the Committee for approval. Landscape plans should be submitted with house plans, but in any event, no later than black-in stage of house construction. The entire front yard of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Within ninety (90) days after occupancy of the home, the remainder of the landscape planting must be completed. Specific landscape requirements of each home site shall be determined by utilizing the following minimum landscape design standards:

(a) The Owner shall plant three (3) trees in the front yard. The trees must be a minimum of two and one-half (2.5") inches calliper, measured twelve inches (12") above the ground.

(b) The Owner must plant a minimum of thirty (30) shrubs, at least a three (3) gallon size each, of which a minimum of sixty percent (60%) are to be planted in the front yard. This requirement may be altered by the Committee depending on size of material and overall appearance.

(c) Sodding of the front and side yard shall be required prior to occupancy of the home constructed on the Lot. In addition to the front yard, the Lot Owner shall also sod from the front of the lot to the back of the street curb. If weather does not allow sodding to be completed prior to occupancy of the home, then an additional \$2,000.00 Construction Deposit (handled according to the provisions of Section 3.10 hereof) shall be required, which shall be returned when installation of the sod is complete.

(d) Corner lots are considered to have two front yards, for landscaping purposes, therefore, two-thirds of the required plant materials (trees and shrubs) are to be planted in this area. One-third of the required plants are to be planted in the rear yard for corner lots.

(e) All air-conditioning compressors, air-conditioning window units (if otherwise allowed), utility boxes, gas/electrical meters and pool equipment, pet housing and compost areas must be visually screened from the street and side yard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Committee for approval. If landscaping is used for such screening, plant materials must be at least as high as units being screened, four feet (4') minimum. Evergreen plants shall be used for screening purposes and must be of a type that does not "die back or meltdown" in freezing temperatures. All of such screening must be completed prior to home occupancy.

Notwithstanding the above to the contrary, if at least the front yard landscaping is not completed prior to occupancy of the home, then the Owner thereof shall escrow \$3,500.00 with the Association. Such escrowed funds shall only be released to the Owner after completion of all of the landscaping on the Lot (front, rear and side yards) according to the requirements of an increase in the Construction Deposit as provided in Section 3.9 (c) above.

Any lot Owner who does not complete said landscaping prior to the above specified dates shall pay a fine of \$500.00 to the Association for each thirty (30) day period the landscaping is delayed beyond said specified dates. The Association shall have lien rights to enforce payment of such fine and any required escrow payments as set forth above.

3.10 Construction Deposit. At the time of submission of the Final plans (as set forth in Section 3.3B) to the Committee, the Owner shall make a non-refundable \$500.00 Construction Deposit payable to The Harrell's Ferry Landing Subdivision Homeowners Association, Inc. The Committee shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$500.00). The purpose of the Construction Deposit is to:

(a) Defray the expenses associated with review of submitted plans, including, without limitation, payment of fees to professionals and advisers used by the Committee.

(b) Insure plans are submitted to the Committee as set forth in Section 3.3 above. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights. At that time, another construction deposit in the amount of \$500.00 will be due.

(c) Insure landscaping is accomplished as set forth in Section 3.9 above. In the event landscaping is not accomplished according to Section 3.9 above, all other rights of the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including the right to fine the Owner, rights to injunctive relief damages and other rights.

(d) Insure a clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Committee to the Lot Owner regarding any violations or damage

caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Committee and the cost of the same shall be charged to the Lot Owner. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this Section however, neither Developer, the Association nor the Committee shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage.

3.11 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.

3.12 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "living area"). The living area square footage excludes garages, carports, breeze ways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled. The minimum size requirement for houses in the Subdivision is 3,000 square feet of living area. No improvements shall exceed two and one half (2 ½) stories in height and shall have at least 2,500 square feet on the ground floor.

3.13 Design Style. Residences shall be only of traditional Louisiana, Acadian, French or Mediterranean, without any modern variation. No Spanish or contemporary design shall be allowed. The decision of the Committee and Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., with respect to acceptable designs and any standards adopted by the Committee respecting design shall be final and not subject to review.

3.14 Building Setback Lines. No residence, improvements or accessory building improvements shall be constructed within the minimum building setback and sidelines indicated on the Final Plat, with a ten (10') foot minimum sideline and a fifty (50') foot minimum rear setback line.

3.15 Car Storage and Garage Doors. All residences shall have a garage that will accommodate not less than two nor more than three cars. No vehicles, trailers or boats may be parked on a regular basis on any street or street right-of-way in the Subdivision. Any parking pad in the front of a residence shall be required to be screened from the street with landscaping. A parking pad (screened from the street with landscaping) is required for any vehicles regularly parked in the front half of a Lot which are not housed in a garage. All garage doors shall be equipped with fully operational automatic garage door openers activated by remote control. Garage doors may be constructed of wood or painted metal. All garage doors must remain closed except for ingress or egress. Windows in garages that face any street must have appropriate window treatments to screen garage interior from the street.

3.16 Configuration on Lot. The street a house must face on a corner lot will be determined by the Association or Committee.

3.17 Driveways. Driveways shall be constructed of concrete and shall flare to an apron at the street curb, with an eight (8') foot architectural brick pattern to be determined and approved by the Architectural Control Committee. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Driveways shall only be on the side of the Lot designated in writing by the Committee. The Committee may grant variances from the Driveway Plan when deemed appropriate because of special circumstances of lot layout, house design, utility box location, street drain locations or for other reasons. Driveways shall be a minimum of five (5) feet from the side property line. The side of the lot for the location of the driveway shall be determined by the Committee for all lots. All driveways must tie into the asphalt road creating a straight line.

3.18 Foundations. Foundations shall be designed by the builder, designer or architect of each home. The Committee's approval of construction plans for a home is limited only to appearance and not structural design or engineering, for which the Committee takes no responsibility and shall have no liability. For any foundation slab that uses a form board (or boards) that are in the aggregate more than 12" deep, a rebated brick ledge shall be required on the front elevation of the house and sides of the house as required by the Committee, so that no more than fifteen inches (15") of the slab is exposed.

3.19 Ceiling Height. All residences shall be constructed with interior ceilings on the ground floor not less than nine feet (9') high. Allowance of home will be a maximum of seventy (70%) per cent of nine (9) foot ceilings and the remainder of the ceilings shall be ten (10') foot or higher. No porches or stoops on front of home to have a ceiling of less than eleven (11') feet unless approved by the Committee.

3.20 Window Units. Window mounted air-conditioning or heating units may be used in nonliving area spaces only, such as garage storage rooms. They must be installed, however, in such a way that they are not visible from any street bordering the lot. There shall be no window units above the first floor of any home.

3.21 Shutters. Where shutters are deemed appropriate, only wood will be allowed as the construction material. Shutter width should be proportionate to the window (½ of the window width). Shutters on front elevations must be functional, with all appropriate hardware. All shutters must be approved by the Committee. Shutter details must be shown on elevation drawings, including the number of battens. Picture windows should

not have shutters. Closed shuttered windows (or false windows) shall not have battens showing, but the window shall be framed and the attendant hardware shall be included.

3.22 Fascia, Eaves, & Soffits. Fascia eaves and soffits shall be constructed of wood or may be vinyl. A substantial portion of the eaves on the front elevation of each home shall be 9 feet and 10 feet (or higher) from ground level.

3.23 Roof. When a substantial portion of the roof pitch is the same, it must be a minimum of a 9:12 pitch. At the Committee's discretion, then some roofs of a house have pitches greater than 9:12, then some roof pitches less than 9:12 may be allowed. For second story roofs or for special roofs (such as shed roofs) the Committee may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Roof material shall be of a color substantially similar to Owens-Corning "Weatherwood" or a similar color approved by the Committee. The minimum roof composition requirement shall be composition architecturally cut shingles. Other roofing materials which may be used are true slate or imitation slate shingles. Any other roofing materials must be approved by the Committee. False shadowline shingles will not be allowed. The above notwithstanding, the Committee has the sole discretion to allow roof pitches less than and different from those stated above when it believes it is in the best interest of the home design.

3.24 Ridge Vents. English Tile-covered ridge vents will be allowed. Must have tile Ridge and Hip Caps.

3.25 Gutters. All roof gutters must be approved by the Architectural Control Committee.

3.26 Fireplace Chimneys/Stack Vents. All exposed portions of chimneys must be brick or stucco. Chimney caps are required and materials may be brick, slate, terra cotta, bronzed anodized aluminum or copper. All roof penetrations are to be painted to color of the roof and must be located in the rear of the home where possible or at the least visible section of roof mass. Plans must show height and width dimensions of chimneys. Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.

3.27 Maximum Building Height. The maximum height of the home and accessory buildings on any lot shall be forty feet (40') measured from the finished grade of the lot to the highest peak of the roof.

3.28 Exterior Materials/Colors. The exterior of the home and accessory buildings shall be constructed of stucco, brick or siding approved by the Committee. Fake stone and lava rock are expressly prohibited. All siding must be wood or synthetic single board lap siding subject to the approval of the Committee. Siding should be used to accent the architectural style rather than used for major walls. Siding shall not be used on more than ten percent (10%) of exterior walls, without prior written approval of the Committee. Exterior color samples, including siding, trim, brick, roof material and colors should be submitted simultaneously to the Committee with final plans or at the latest, prior to black-in. Installation of non approved colors/materials may result in mandatory removal and replacement. All brick used in the Subdivision must be old brick. No black grout is allowed. Any changes in exterior colors or materials must be approved by the Committee, as must all changes to plans. The Committee recommends the use of subdued colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

3.29 Skylights/Solar Collectors. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the Committee is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the Committee.

3.30 Window Covering. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sun screens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. The Committee suggests the use of inexpensive shades as temporary window coverings until permanent window coverings are installed. Screens on windows should be submitted with plans. If added to the home later, details and location must be submitted to the Committee for prior approval.

3.31 Doors. Solid core wood doors are required on the front elevations; such doors may have glass panes.

3.32 Windows. Wood, aluminum (white) or vinyl windows will be allowed on any elevation facing a street. Divided lights shall be required on any window facing a street. Any exterior window mullions must be on the outside of the glass. All windows facing any street must be cased in brickmold. If false dormers are used, appropriate window treatments must be used to prevent interior or attic from being seen or framing must be painted black so as not to be seen from any street.

3.33 Storage Sheds. Storage sheds or motor home garages shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted. Location and design to be approved by Committee.

3.34 Pools, Spas & Hot Tubs. The design and location of pools, spas and hot tubs shall be subject to approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences shall conform to the requirements for fencing in these restrictions.

3.35 Underground Utilities. Any new utility lines in the Subdivision shall be installed underground. Electric service from the electric distribution system to a residence or any other structure must be underground.

3.36 Drainage. The Owner of Lot is responsible for providing for "positive" storm water drainage. Drainage may be surface and/or subsurface, provided however, that any subsurface drainage system must be approved by the Committee prior to installation thereof. A Lot Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Lot Owners. The Committee or any other Lot Owner shall have the right to bring legal action to enforce this restriction. Ditches will not be allowed to drain water. No water will be allowed to drain on an adjacent lot. Water shall be drained to front and to rear of lot.

3.37 Completion of Improvements. Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within ten (10) months. If such improvements are not completed within the time period specified in this section, then the Lot Owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance (unless otherwise approved by the Committee).

3.38 Walls and Fences. No fence shall be erected within the minimum building setback lines indicated on the Final Plat, without the written consent of the Committee. All fencing material shall be of brick, stucco, wrought iron, vinyl or aluminum. Style of fence must be approved by the Committee. Any fences constructed in front yards shall be a minimum of twenty-five (25') feet from the front property line.

3.39 Jobsite. Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end. Materials are not permitted to accumulate on any Lot for a period exceeding 30 days from their first delivery.

3.40 Trash, Littering/Stockpiling. All construction sites are to be clean so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate any hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods and light weight building materials that could potentially blow onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, containers, etc., from lunch or breaks of workers shall be deposited in trash receptacles on their respective building site. No Common Areas shall be used for lunch or breaks by workers. There will be no stockpiling or dumping on adjacent lots. Every effort should be made to keep any construction debris off of adjacent property. When construction is to begin adjacent to a vacant Lot, the contractor shall not utilize such adjacent property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner. Any damage to adjacent property is to be repaired immediately. Neither the Developer, the Association nor the Committee shall be responsible for any damage caused by any fires that occur.

3.41 Utility Usage. Contractors will use only the utilities provided on the immediate job site on which they are working. No utility connections from adjacent or nearby Lots shall be used.

3.42 Damages. Any damages to the streets, street curbs, drainage system, street lights, street signs, mailboxes, landscaping, Common Area, adjacent Lots or any other similar property and infrastructure may be repaired by the Committee and costs of repairs will be the responsibility of lot owner. Committee shall have lien rights on lot owner's lot to enforce collection of each amount.

3.43 Spillage. Operators of vehicles are required to see that they do not spill any damaging materials while within the Subdivision and if spillage of a load occurs, operators are responsible for cleaning up the same. If an operator does not clean up a spill, Lot Owner will be billed for and be obligated to pay the cost of such clean up.

3.44 Utility Line/Pipe Cuts/Repairs. If any telephone, cable TV, electrical, water or sewer lines are cut, it is the contractor's responsibility to report such accident to the appropriate utility company. The cost of repairs for such damage will be the responsibility of the Lot Owner whose contractor caused the damage.

3.45 Parking of Equipment. No construction vehicles (trucks, vans, cars, etc.) may be parked overnight on any of the Subdivision streets or properties adjacent thereto. Construction equipment may be left on the site while needed, but must not be kept on the street nor vacant Lots in the subdivision. No building materials or equipment of any kind may be placed or stored on any Lot except in the actual course of construction of an improvement on a lot. No vehicle may be parked on or within any driving surface in any manner which blocks the driving surface in any road or private driveway or on Lots other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the Owner of the vehicle. Contractors may park on the street in front of the subject Lot as long as they do not block the flow of traffic and vehicles are not left overnight.

3.46 Concrete Truck Deliveries and Washouts. Concrete trucks may only be washed out on the site where they have just poured the slab or drive. Concrete trucks may not be washed out on any street, sidewalk, street drain, undeveloped property or Common Area. There will be no exceptions to this rule. The builder is to designate a washout area on the Lot where the pour is taking place and notify the concrete truck driver as to where it is. Any cost of clean up by the Committee or the Developer will be charged to the lot owner. Concrete trucks may not use any adjacent Lots or Common Areas for the pour, unless they receive permission from the adjacent property owner and agree to rectify or pay for any damage to such adjacent property.

3.47 Port-O-Lets. Each Lot Owner (through his builder) shall be required to provide a properly maintained "Port-O-Let" on-site during construction. Pooling or sharing the cost of "Port-O-Let" by builders of adjacent lots or directly across the street is permissible. The "Port-O-Let" shall be maintained on a regular basis and the door of the "Port-O-Let" shall face toward the subject property and not toward the street.

3.48 Loud Music. Loud radios or noise (during construction or otherwise) will not be allowed within the Subdivision. Speakers mounted on vehicles or outside of houses under construction will not be permitted.

3.49 Sunday Work. No construction work on Sundays will be allowed other than work which is not noisy, such as manual painting, without the express written consent of the Developer or the Committee.

3.50 Sidewalks. At a time to be determined by the Architectural Control Committee, sidewalks will be required on the designated servitude. Each property owner will be assessed according to the linear feet of sidewalk required for that respective property by three (3') foot wide. Bids will be taken by the Architectural Control Committee from outside contractors to install sidewalks on a competitive basis.

3.51 Grass and Weeds on Construction Sites. During home construction, grass and weeds must be appropriately maintained by the builder and Lot Owner. If the Committee has to contract to have such work done due to inaction of the builder/Lot Owner, the cost will be billed to the builder/Lot Owner at twice the cost (or the Committee can request the Lot mowed and collect the cost of the same from the Lot Owner or lien the Lot).

3.52 Sewerage. Each homeowner shall install a sewerage treatment plant approved by the Architectural Control Committee and appropriate health units of government bodies having jurisdiction over such matters. Trunk lines will be tied to catch basins at front of lot. A sewer tie-in has been provided at certain catch basins.

4.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose, except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory building, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. Mother-in-law suites will be allowed. Plans must be approved by the Architectural Control Committee or Developer.

4.2 Resubdivision of Lots. No Resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee has approved of such decision by majority vote. Notwithstanding the above to the contrary, however, so long as the Developer is the Owner of any lots in the Subdivision, the Developer may subdivide any lots of the Subdivision in its sole discretion, without needing the vote of any other Lot Owners or approval from the Committee or any other parties.

4.3 Servitudes and Rights of Way. Various servitudes and rights of way for installation and maintenance of utilities, drainage facilities and ditches, and for sidewalks are reserved as shown on the Final Plat and other recorded plats relating to the Property. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easement) or which may interfere with the passage along the sidewalks. The servitude area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. To the extent any landscaping, fences or other improvements are placed in any servitude area, such items are subject to removal or damage at the Lot Owner's expense in the event work in the servitude area is required.

4.4 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other outbuildings shall at any time be used as a residence; temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants, or for family members or occasional non-paying guests of the occupants of the main residential premises on the Lot. No structure may be occupied as a residence until its exterior is completely finished.

4.5 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. Domestic animals shall not be permitted to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence.

4.6 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence or other approved improvements thereon. No building materials or trash may be stored or deposited on any lot other than the one under construction, except with the permission of such other Lot Owner.

4.7 Lot Maintenance. The Lot Owner shall keep the grass, weeds and vegetation on his Lot mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. For all lots, the yard to be maintained includes the grass area between the front of the lot and the back of any street curb bordering the Lot. Landscaping shall be maintained in a neat and attractive manner by the Lot Owner. If the Lot is not mowed and kept clean by the Lot Owner (and the landscaping maintained) the Committee may notify the Lot Owner of the condition. If after 10 days from the sending of such notice, no action is taken by the Lot Owner, then the Committee may cause said Lot to be mowed (and landscaping maintained) and the Owner of such Lot shall be billed the greater of the cost thereof (including attorney fees if legal action for collection is deemed necessary by the Committee) or \$100 per mowing (or maintenance). The Association shall have lien rights to enforce payment of any charges for such mowing and maintenance (and attorney fees if legal action for collection is deemed necessary by the Committee).

4.8 Maintenance (Home Exterior). Each Owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports and other approved out-buildings. This shall include the painting or replacement of roofs, gutters, down spouts, and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors and shutters when necessary.

4.9 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. Any Owner desiring to install a basketball goal must obtain the Committee's approval of the location and placement of the same prior to installation.

4.10 Commercial Activities. No commercial, business or trade activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision however, no direct retail or wholesale sales activities shall be allowed from residences or Lots in the Subdivision.

4.11 Signs. No signs of any kind or description shall be displayed on any Lot, other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). The Developer is excepted from the restriction. No signs (such as garage sale, political, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles.

4.12 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter, or ones intended to be installed on the front half of the house (or on any side of the house facing a street) may be installed on any Lot except with the prior written approval of the Committee. No satellite dishes shall be installed on any fence or seen from the street.

4.13 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner. The Committee may designate a mailbox placement plan (depending on requirements of the U.S. Postal Service), in which case each Owner shall place his respective mailbox according to such plan.

4.14 Mobile Homes/ Trailers and Boats or Other Vehicles.

(a) The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Lot is prohibited on all Lots. No school buses shall be allowed to be kept or stored on any Lot or street in the Subdivision at any time.

(b) No house boat or truck (larger than a pick-up truck) may be maintained, stored or kept on any lot.

(c) Small camper trailers and boats may be kept and stored on Lots in a garage, or only if kept in the rear of the home in an area that is completely screened from view of streets and neighboring homes.

4.15 Vehicle Parking. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on or within any common landscape area or on the neutral ground of any street. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle. Refer to section 3.15 of these Restrictions for other parking requirements.

4.16 Go-Carts, Motorbikes, and Other Similar Vehicles. No unlicensed go-carts, motorbikes, off-road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks or street right-of-ways of the Subdivision or Common Areas. Also, no unlicensed operators shall be allowed to drive or operate any of these types of vehicles or any other licensed vehicles on the streets, sidewalks or street right-of-ways of the Subdivision or the Common Areas.

4.17 Firearms. The use of firearms or air guns is strictly prohibited in the Subdivision.

4.18 Antennas, Outside Lighting and Outside Sound. No outside above-ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Exterior site lighting and security lighting shall not infringe upon adjacent neighbors. Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the Committee. Outside music shall not be played so loudly that it is considered a nuisance by neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance.

4.19 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. 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.

4.20 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rugs, or other items be hung from any railing, fence, hedge or wall.

4.21 Nuisances. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners. Decisions of the Committee in its sole discretion shall be final as to what does or does not constitute an annoyance or nuisance.

5.

HOMEOWNERS ASSOCIATION

5.1 Organization. The Harrell's Ferry Landing Subdivision Homeowners Association, Inc. (the "Association") is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws. There shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

5.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated in Section 1.11 and Section 5.5 of this document, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. During the Appointment Period, the Board of Directors of the Association shall be three (3) members appointed by the Developer. The Board of Directors may, by resolution, delegate portions its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

5.3 Membership in Association. The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

5.4 Voting Rights of Members. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

5.5 Board of Directors During Appointment Period. During the Appointment Period, the Board of Directors shall consist of three Directors, and Developer shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

5.6 Duties and Powers of Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons or Managers to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, 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 contained.
- (c) Serve and represent the Owners in any public matter or hearing affecting the Subdivision.
- (d) Maintain any landscaping and other structures at the Subdivision entrance and all Common Areas.
- (e) Maintain the grounds (including cutting the grass) on all Common Areas.
- (f) Act in any other capacity or matter in which the majority of the Board of Directors so vote.

5.7 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Area indicated in such on the Final Plat.

5.8 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Area and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

5.9 Budgets and Assessments. The Association shall adopt budgets and levy and collect Assessment as required by the By-Laws or otherwise in a manner consistent with the customs and practices of similar organizations in the City of Denham Springs, Louisiana.

5.10 Rules and Regulations. The Association 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 this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Area and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, these Declarations shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause compliance therewith by each Owner.

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

5.12 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

6.
ASSESSMENTS

6.1 Regular Assessments. Each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association regular assessments, special assessments, dues or charges (including the possible liens that may be imposed by the terms of these Restrictions, including, but not limited to, those set forth in Section 3.9, Section 3.10, Section 3.42, and Section 4.7), as may be established and provided for in these Restrictions. Beginning in the year 2004, each Lot shall be subject to and the Lot Owner of which shall pay an annual assessment of Seven Hundred Fifty And No/100 Dollars (\$750.00) payable on or before January 10 of each year (the "Initial Assessment"). This assessment shall be pro-rated for the year in which the sale is closed. The Initial Assessment shall remain effective for the years after 2005 unless changed by the required vote of the Board of Directors as set forth below. All assessments shall be paid to Harrell's Ferry Landing Subdivision Homeowners Association, Inc. After 2004, assessments may be increased or decreased no more than 10% per year by the affirmative vote of the majority of the Board of Directors of the Association. Any increase or decrease in assessments and/or dues greater than 10% per year may only be affected by (i) a majority vote of Owners who are voting in person or by proxy at a meeting duly called for this purpose and (ii) the vote of Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association (as set forth in Sections 1.11 and 5.12). The Common Expenses to be funded by the annual Assessments shall include amounts to pay for the responsibilities of the Association as set forth in Section 5.6 above and as otherwise set forth in these Restrictions, including, but not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;
- (iii) the expenses of maintenance, operation, and repair of those portions of the Common Areas which is the responsibility of the Association under the provisions of the Declaration;
- (iv) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) amount spent with independent professionals by the Architectural Control Committee for plan review;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (vii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees; and
- (viii) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and

governmental charges not separately assessed against Lots.

Notwithstanding anything in these Restrictions to the contrary, the Developers, Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., shall be exempted from the payment of any regular assessments, special assessments or any other charges or assessments of any kind to the Association. The Developer, however, will make contributions to the Association to cover the shortfall between dues income and actual expenses of the Association (not including reserves and contingency funds) for the year 2004.

6.2 Special Assessments. In addition to the regular Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment Year, special Assessments for Common Expenses applicable to that year only, provided that such Assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale, and (ii) 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 in accordance with the provisions of Section 6.4 below. 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. Such special Assessments are to be pro-rated among the Lots equally as provided with respect to regular Assessments. The Developer is exempted from paying any Special Assessments for any vacant Lots it owns in the Subdivision.

6.3 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owner and his respective Lot. The individual Assessments provided for in this Section 6.3 shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board shall be specified by the Board. The Board of Directors may levy, as an individual Assessment, an Assessment for the charges that may be imposed by the terms of these Restrictions, including, but not limited to, those set forth in Section 3.9, Section 3.10, Section 3.42, and Section 4.7. The Developer, Randall B. Richardson, Lionel E. Kabel, Sr., Lionel E. Kabel, Jr., Michael V. Kabel and Edwin Ray Selig, Jr., are exempted from paying any Individual Assessments for any Lots it owns in the Subdivision.

6.4 Notice of Meeting and Quorum. Written notice of any meeting of the Association called for the purpose of taking any action, including establishing or changing assessments (when a vote of Owners is required), shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Said notice may be sent only by a member of the Board of Directors or any officer of the Association. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting shall be given as set forth above in this paragraph and a quorum shall not be required at such second meeting, provided such second meeting is held within 60 days after the first meeting.

6.5 Liens. All sums assessed against any Lot pursuant to this Declaration, 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.

6.6 Effect of Nonpayment: Remedies of the Association. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. In the event an Owner fails to pay an Assessment within ten days (10) after the due date thereof, the Board of Directors of the Association may send the delinquent Owner notice of such payment due. If the delinquent Owner fails to pay the amount due within thirty (30) days after the date of mailing of such notice, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) 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 lien 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 to and superior in all respects to the lien, encumbrance or Mortgage encumbering the Lot. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including 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 otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest 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. 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 Owner, by his acceptance of a deed or other conveyance to Lot, vests in the Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including

by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

6.7 Subordination. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage on the property or any lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such a Lot Owner from liability for any assessments which were due prior to the sale.

7. SOIL CONDITIONS - FILL DISCLOSURE

7.1 Each lot sold by the Appearer is sold without any warranties with respect to soil conditions. It is recommended that each Lot Owner undertake such soil condition testing as is necessary for each Lot Owner, architect and builder be familiar with all soil conditions on the Lot Owner's Estate. Each Lot Owner shall be deemed to have expressly waived, in favor of the Appearer, all warranties with respect to soil conditions of any Estate. Each Lot Owner shall forfeit any right to avoid a sale by the Appearer or reduce the transfer consideration on account of any soil condition of any Property. Each Lot Owner shall be deemed to have unconditionally released the Appearer from and against any liability arising out of any claim arising out of any soil condition of any Property. In the absence of an express agreement to the contrary, this waiver of soil condition warranties shall not run in favor of any Lot Owner other than the Appearer.

8. GENERAL PROVISIONS

8.1 Maintenance and Up-Keep. The Parish of Livingston, Louisiana, will not accept the roads in the subdivision. The property owners shall be responsible for the maintenance and up-keep of the gates to the entrance of the subdivision. Each lot owner will have the responsibility of purchasing controls for the gates. The road and front wall will be turned over to the Harrell's Ferry Landing Subdivision Homeowner's Association and it will be responsible for the maintenance and up-keep.

8.2 Interpretation of Restrictions. These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted to provide authority to the Declarant, the Association and the Committee to create and maintain the Subdivision. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

8.3 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the lot, reasonable attorneys' fees to be fixed and awarded by the court.

8.4 Amendment of Restrictions by Developer. The Developer reserves the right to amend these Restrictions one or more times in any manner of for any purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of these Restrictions shall be in writing and shall be effective when filed for recordation in Livingston Parish, Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Developer to be in furtherance of the development of the Subdivision.

8.5 Amendment of Restrictions by Owners. Except as may otherwise be provided in these Restrictions, any covenant, condition, restriction, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of Members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at a duly constituted meeting. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the voting group to be in furtherance of the development of the Subdivision. Notwithstanding the above to the contrary, however, so long as the Developer is an Owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

8.6 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the house on a Lot in the Subdivision, or if there is no house on a Lot, the address which the Owner of such lot has given the Secretary of the Association for mailing of notices. If no address has been given the Secretary for mailing of notices for lots which do not have a house thereon, then notices are not required to be made to the Owner of such Lot, but may be sent to the person who appears as Owner on the records of the Assessor for Livingston Parish, Louisiana, at the time of mailing at the address shown on such Assessor's records.

8.7 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Association or the Developer to prosecute any proceeding at law or in equity against such an Owner violation or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded

by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation at a future date.

8.8 **Severability.** Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

THIS DONE AND SIGNED in Denham Springs, Louisiana on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Mark C. Garrison
MARK C. GARRISON

Marcella S. Ortega
MARCELLA S. ORTEGA

HARRELL'S FERRY LANDING, L.L.C.

BY: Randall B. Richardson
RANDALL B. RICHARDSON, MEMBER

BY: Lionel E. Kabel Sr.
LIONEL E. KABEL, SR., MEMBER

BY: Lionel E. Kabel Jr.
LIONEL E. KABEL, JR., MEMBER

BY: Michael V. Kabel
MICHAEL V. KABEL, MEMBER

BY: Edwin Ray Selig, Jr.
EDWIN RAY SELIG, JR., MEMBER

Mildred D. Bunch
MILDRED D. BUNCH, NOTARY PUBLIC
Notary Identification Number: 32818

Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

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HARRELL'S FERRY LANDING SUBDIVISION

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HARRELLS FERRY LANDING

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HARRELLS FERRY LANDING

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AMENDED RESTRICTIONS FOR HARRELL'S FERRY LANDING ASSOCIATION

THE BOARD OF DIRECTORS OF HARRELL'S FERRY LANDING ASSOCIATION MET ON April 5, 2011 TO AMEND THE RESTRICTIONS AS FOLLOWS.

AS PER THE RESTRICTIONS OF HARRELL'S FERRY LANDING RECORDED APRIL 23RD. 2004.

WE THE BOARD OF DIRECTORS DOES HERBY AMEND THE RESTRICTIONS AS PER ARTICLE 5.10 TO READ AS FOLLOWS:

AT THE TIME OF SUBMISSION OF THE FINAL PLANS (AS SET FORTH IN SECTION 3.3B) TO THE COMMITTEE, THE OWNER SHALL MAKE A REFUNDABLE \$3500.00 CONSTRUCTION DEPOSIT PAYABLE TO THE HARRELL'S FERRY LANDING HOMEOWNERS ASSOCIATION, INC. HEREIN AFTER REFERRED TO AS THE "DEPOSIT". THE PURPOSE OF THIS DEPOSIT IS TO INSURE THAT ALL THE RESTRICTIONS HAVE BEEN MET IN REGARDS TO THE CONSTRUCTION OF THE HOME. IN THE EVENT CONSTRUCTION OF A HOUSE OR OTHER IMPROVMENTS ARE STARTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PLANS OR THE HOUSE IS NOT COMPLETED AS PER THE RESTRICTIONS THEN ALL OR PART OF THE CONSTRUCTION DEPOSIT SHALL BE AUTOMATICALLY FORFEITED AS LIQUIDATED DAMAGES TO THE ASSOCIATION AT ASSOCIATION DESCRETION.

THIS DONE AND SIGNED IN DENHAM SPRINGS, LOUISIANA ON APRIL 12TH IN THE PRESENCE OF THE UNDERSIGNED WITNESSES, AFTER A DUE READING OF THE WHOLE.

WITNESSES:

HARRELL'S FERRY LANDING ASSOCIATION

Gracie L. Kilpatrick

BY: Steven Barber

STEVEN BARBER

BY: Leeland Kilpatrick

LEELAND KILPATRICK

BY: Tommy Poirrier

TOMMY POIRRIER

NOTARY:

Shea E. Landry

Shea E. Landry
Bar Roll #24148
Notary ID #53203
Commission Expires with Life

Handwritten initials