

East Feliciana Parish Recording Page

David Dart
Clerk of Court
12305 St Helena Street
PO Box 599
Clinton, LA 70722
(225) 683-5145

Received From :
BRENT BERGERON

First VENDOR
HIDDEN POINTE LLC

First VENDEE
HIDDEN POINTE LLC

Index Type : CONVEYANCES
Type of Document : RESTRICTION

Inst. Number : 241580

Recording Pages : 15

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for East Feliciana Parish, Louisiana.


Clerk of Court

On (Recorded Date) : 02/27/2020

At (Recorded Time) : 2:23:34PM



Doc ID - 002796070015



Return To :

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HIDDEN POINTE SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF EAST FELICIANA**

BE IT KNOWN that on this 27 day of February, 2020, before the undersigned Notary Public duly qualified in and for the aforesaid State and Parish, and in the presence of the named and undersigned competent witnesses, **PERSONALLY CAME AND APPEARED:**

HIDDEN POINTE, LLC, a Louisiana Limited Liability Company, domiciled in the Parish of East Feliciana, State of Louisiana, and represented herein by its duly authorized members, Brent B. Bergeron and Billy J. Aguiard,

hereinafter sometimes referred to as “DEVELOPER”, who did depose and state that the Developer is the Owner of that certain parcel of property described as **Lots 1 thru 44 (inclusive) & P-1**, on according to that plat entitled “Final Plat of Hidden Pointe First Filing, Lots 1 thru 44 (inclusive) & Tract “P-1” formerly being Tract “1” & Tract “3” located in Sections 48 & 51, T4S-R1E, Greensburg Land District, East Feliciana Parish, State of Louisiana, for Hidden Pointe Development, LLC 1208 King’s View Circle, Jackson, LA 70848”, prepared by Mickey L. Robertson, R.P.L.S, dated February 6, 2020, a copy of which is recorded at Instrument Number 241453 of the official records of the Clerk and Recorder for the Parish of East Feliciana, State of Louisiana.

Said subdivision shall be subject to the following restrictions:

1. Definitions

- 1.1. “Property” or “Properties” shall mean and refer to that certain real property described above or together with such additional real property as may by subsequent amendment be added to and subjected to this Act.
- 1.2. “Lot” shall mean and refer to any plot of land shown upon and recorded on the subdivision maps of the Property.
- 1.3. “Developer” shall mean and refer to HIDDEN POINTE, LLC.
- 1.4. “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 an “Owner” until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.
- 1.5. “Subdivision” -- The entire Subdivision, including all Filings constructed or planned.
- 1.6. “Restrictions” -- The entire body of this document entitled “Declaration of Covenants and Restrictions for HIDDEN POINTE SUBDIVISION.”

- 1.7. "Association" – The Homeowners Association for HIDDEN POINTE Subdivision.
- 1.8. "Committee" – The Architectural Control Committee for HIDDEN POINTE Subdivision.
- 1.9. "Common Area"- 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 and/or shown as Common Areas on the plat of the subdivision.

2. Purpose

- 1.10. **Purpose** – The purpose hereof is the creation of a 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 most appropriate development and improvement of each Lot, to protect the property, to preserve, so far as practical 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 ensure 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.
- 1.11. **Nature and Extent** – All obligations, covenants, restrictions, 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 the 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, reservations, 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 Committee of proposed plans for 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. Architectural Control

- a. **Formation and Purpose** – To carry out the general plan of development and improvement of the property, 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 Hidden Point Subdivision (the “Committee”) to perform the duties set forth below.
- b. **Committee Membership**—The Committee shall eventually consist of three (3) members who shall be elected annually, when and how decided by the Association. However, until One Hundred percent (100%) of the Lots of the Property have been built upon, homes completed, and title transferred to Owners who will occupy the homes as their principal residences, the Committee shall be the Developer (the “Initial Committee”), or its designee or successor (unless the Initial Committee previously resigns without designation of a designee or successor). The Developer may voluntarily relinquish control of the Committee to the Association (after it is formed) at any time it may choose.
- c. **Submission of Plans** – Prior to commencement of any work on a lot, including any grading or clearing thereof (other than wood or trash removal), the Owner of a Lot shall submit to the Committee one set of 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 significant improvement. No work shall commence on any Lot until the written approval of such plans has been given by the Committee. No building on any Lot shall proceed except in accordance with submitted 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 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:
 - a) A copy of the plans or drawing and specifications which show all exterior materials, finishes, and designs, including elevations of all four sides of the buildings.
 - b) A plot plan showing the locations of all improvements on the Lot.
 - c) A check for \$200.00 which is a non-refundable architectural review fee. The reviewing party reserves the right to increase the review fee if multiple reviews of revisions are needed.

Any other proposals to be brought before the Committee shall be submitted in writing and in detail. In addition to the preliminary submittals described in a) and b) above, the following shall be submitted simultaneously for Committee review and approval prior to “black in” stage:

- a) Bricks – Name/color of brick; Also, identify if the brick will be natural or painted.
- b) Exterior Materials – Generally, masonry exteriors, wood siding, Hardie Plank or other similar materials may be used except that in no case shall the use of T-111 plywood, vinyl or particle board siding, metal or similar siding be permitted (except as specified in Section 4(j) herein). The color and manufacturer of each exterior surface shall be submitted to the committee for review.
- c) Roofing – Materials may be architectural shingles or metal roofing only on out buildings. Manufacturer and color shall be submitted to the committee for review.
- d) Other Exterior Colors – Submit name or number of manufacturer for each of the following:
 - Trim – (fascia, eaves, and soffits)
 - Siding
 - Doors
 - Windows
 - Garage Door
 - Other

Indicate on submittal where each color is to be used. Any changes in exterior colors or materials once approved must be resubmitted and reapproved prior to implementation. One copy of each preliminary and each final submittal is retained by the Committee.

- d. ***Review of Plans*** – The committee may issue its written approval or disapproval of such original plans or proposals submitted to it any time within forty-five (45) calendar days after submission. Failure of the Committee to act upon properly submitted plans or proposals within forty-five (45) days of submission shall constitute approval thereof.
- e. ***Standards for Review*** – The committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants. Any approval by the committee is not an endorsement of the structural integrity of the materials, finishes, colors, and manufacturers and the Committee makes no guarantee as to the performance of the approved items.
- f. ***Finality of Decision*** – The decisions of the Committee shall be final, binding, and non-appealable.
- g. ***Variances*** – The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems appropriate, including but not limited to building setback lines, but under no circumstances shall the Committee grant a waiver or variance that would

allow the placement of a mobile home on any of the Lots. Any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.

- h. **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 a member in connection with any proceeding to which he/she may be a part or in which he/she may become involved by reason of their 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 or misfeasance in the performance of his/her duties. The above described right of indemnification shall not be exclusive of all other rights. The Developer, Committee, or Association assumes no liability for failing to enforce any of the covenants or restrictions described herein.
- i. **Landscaping** – Landscaping shall be required across the front of the home in a way that is cohesive and attractive. Landscaping shall be completed within three months of completion of construction. Lot owner must sod of at least the portions of the front yard that have been disturbed by construction (and side yard facing the street if a corner lot). Over seeding (using same species as the sod) of undisturbed portions of the front yard will also be recommended. The species of grass sod shall be one of the following:

- Common Bermuda
- Hybrid Bermuda
- Zoysia
- St. Augustine
- Carpet Grass
- Centipede

4. Restrictions

- a. **Residential Use** – All lots are for residential purpose 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 with the exception that a “Grandmother’s Apartment” may be constructed in accordance with these Restrictions. Not more than one single family residence, with necessary out-buildings, 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 or “special home” as defined in the City-Parish Unified Development Code) 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. No more than one single family residence may be constructed on any Lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots. Rentals are prohibited.
- b. **Re-subdivision of Lots** – No re-subdivision of one or more Lots shall be allowed except that two lots may be resub divided together to form one large Lot.
- c. **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.

- d. **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”). These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios, overhanging faces and storeroom areas that are not mechanically heated and cooled.

The minimum size requirements are as follows:

- a) For single-story houses, the minimum living area shall be 2000 square feet.
- b) For multi-story houses, the minimum living area shall be 2200 square feet, and the homes shall have a minimum of 2000 square feet of living area on the ground floor.
- e. **Building Setback Lines** – The minimum building setback lines are incorrectly stated on the Final Subdivision Plat, but are summarized to be 55’ Front setback, Side setbacks of 10’ and Rear setback of 25’. Any variances shall be approved by the Committee.
- f. **Roof Pitch** – The minimum roof pitch shall be 9/12, except for shed roofs which shall be at least 4/12, unless otherwise approved by the Committee.
- g. **Ceiling Heights** – All residences shall be constructed with the ceilings on the ground floor not less than nine (9) feet in plate height.
- h. **Car Storage** – All residences shall have a garage that will accommodate not less than two nor more than four cars and shall load from the side or the rear. California Garages are permitted as long as they are enclosed with a garage door. No vehicles or trailers owned or used by residents of the Subdivision may be parked on a regular basis on the road.
- i. **Exposed Posts and Columns** – All exterior exposed posts and columns which are part of a residence or out building shall be a minimum 6” by 6” posts.
- j. **Exterior Materials** – The exterior of all buildings constructed on a Lot must be approved by the Committee. Generally, masonry exteriors, wood siding, or other similar materials may be used except that in no case shall the use T-111 plywood (or similar siding) be permitted. Vinyl siding shall not be allowed. No metal or particle board siding is permitted. The Committee has the right to permit variances on this as long as the integrity of the curb appeal is not violated.

Windows – Permissible windows include vinyl, wood, wood clad and composite. Aluminum windows are prohibited.

Exterior Doors – all exterior doors must be at least 8 feet in height but in all cases must be appropriate for the style of the home.

Shutters – Shutters are required when appropriate for the style of the home. Vinyl shutters are prohibited.

- k. **Roofing Materials** – Asphalt or fiberglass shingles shall be 25-year or greater architectural shingles. Metal roofs are only permitted on out buildings. All roofing color selections shall be approved in writing by the Committee as indicated in Section 3 of these Restrictions prior to delivery to the job site.

- l. ***Configuration on Lot*** – Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border; more specifically:
 1. Lot 20: house shall face Hilltop Drive;
 2. Lot 35: house shall face Meadow Drive;
 3. Lot 38: house shall face Meadow Drive;
 4. Lot 44: house shall face Hilltop Drive;
- m. ***Driveways*** – Driveways shall be constructed of concrete from the main roadway to main garage and have a minimum width of eleven (11) feet, have a minimum depth of four (4) inches, and flare to twenty-one (21) feet at the street curb. A turning radius of not less than twenty-one (21) feet entering the garage shall be required. Driveways shall be constructed no closer than ten (10) feet from the side property line. Driveway dimensions and elevation shall be approved in writing by the Committee prior to installation.
- n. ***Servitudes and Rights-of-Way*** – Servitudes and rights-of-way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public and/or utility companies for such purposes.
- o. ***Outbuildings*** – Outbuildings, including but not limited to barns and other outbuildings are subject to the same approval requirements as a residence and plans for all such accessory buildings shall be submitted to the Committee for approval prior to construction. No tents, fabric-covered structures, or similar structures shall be permitted. Metal buildings may be permitted by the Committee, but the exterior finish and roofing material must conform to these restrictions. Storage buildings or barns shall be located on the rear two-thirds (2/3) of the Lot. If an outbuilding is constructed prior to the main residence, the main residence must commence construction within one year of completion of the outbuilding. Outbuildings may not exceed 2500 square feet in size.
- p. ***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 commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. Chickens will also be permitted with an approval of 2/3 vote of the Association. Aggressive breeds of pets are not allowed.
- q. ***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 thereon. All concrete trucks must wash down on the Lot being poured and not on adjacent lots.
- r. ***Lot Maintenance*** – Lot Owners shall keep the grass, weeds, and vegetation mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Lot Owner, then said Lot may be mowed at least monthly by the Developer (or its designee) or the Association and the Owner of such Lot shall be billed the greater of \$75.00 or actual cost per mowing. The Developer or the Association shall have lien rights to enforce payment of any charges for mowing. Further, no Lot shall be used for commercial gardening or farming purposes.

- s. **Concrete Trucks** – Washing out of concrete trucks shall be on the Lot being poured and not on any other area of the Property or any other Lot. Failure to comply with this procedure shall be considered a violation of these restrictions and each Owner who knowingly violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 (\$500.00) dollars for each violation of this restriction as liquidated damages; however, this monetary damage provision shall not prohibit the Developer, the Association, or any other Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation of the Owner of the Lot at the time of such violation. If such fine is not paid within thirty (30) days of the dated notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided herein for the case of non-payment of an assessment.
- t. **Sewerage** – No person shall provide or install a method of sewerage treatment other than one that has been approved by the appropriate health units of governmental bodies having jurisdiction over such matters. Only Individual Sewerage Treatment Plants shall be used, no septic tanks, and treatment systems shall include effluent elimination systems approved by the appropriate government bodies and the Architect Control Committee.
- u. **Commercial, Noxious, or Offensive Activities** – No commercial, business, trade, noxious, or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately.
- v. **Signs** – No signs of any kind or description, other than real estate "for sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (each not exceeding six square feet in size) shall be displayed on any Lot. The Developer is excepted from this restriction.
- w. **Fences** – No fence or wall shall be constructed on any Lot without the written approval of the Committee. Fences shall be wood, PVC, brick, stucco, wrought iron, or such other materials as shall be acceptable to the Committee. No fence or wall shall be constructed nearer to the street than the side of the house which faces the street. No fence or wall shall exceed six (6) feet in height. No chain link fences shall be permitted. Wooden fences shall be made of cedar, cypress, or redwood, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Lots 1, 41, 30 & 29 will require strict scrutiny on fence approval based on their bordering La Hwy 68 and to provide a cohesive fence border as an entrance to the subdivision.
- x. **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 lots in the Subdivision. When a house is built on any lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase of which shall be the sole responsibility and at the sole cost of the Lot Purchaser. The maintenance of the Subdivision Mailbox shall be the sole responsibility of the owner.

- y. **Swimming Pools** – Above ground swimming pools shall not be permitted unless they are neatly constructed and not visible from the road. All pools shall be fenced in accordance with 4(w) herein.
- z. **Air Conditioning** – Window air-conditioning units are not permitted in residences. All residences shall have central heating and air-conditioning systems.
- aa. **Mobile Homes, Parking, Trailers, and RV's** – No mobile homes, prefabricated homes, or old houses shall be placed on any lot either temporarily or permanently. No house trailers, recreational vehicles, or trucks (larger than a “pick-up” truck) shall be kept, stored, parked, repaired, or maintained on any Lot, street, servitude, or right-of-way, in such a manner as to be visible from any street on which the Lot fronts or in such a manner as to create a nuisance to the adjoining property or neighborhood.
- bb. **Junk Vehicles** – No inoperable motor vehicles including junk cars, trucks, or farm equipment shall be kept or stored on any Lot unless they are enclosed within an approved building and are not visible from the road.
- cc. **Other Yard Items** – Swing sets, trampolines, play houses, children’s swimming pools, hot tubs, and any other such items which are not used for landscaping enhancement or aesthetic purposes must be maintained on the back 2/3 of the Lot. All air-conditioning compressors, pool equipment, and other similar equipment shall be visually screened from the road and from the side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted to the Committee for approval.
- dd. **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.
- ee. **Satellite Dishes** – A television satellite dish shall not be installed until the location and size of the dish is approved by the Committee. Satellite dishes are associated above-ground improvements will be allowed provided they are located behind the residence and enclosed within a privacy fence. No external television or radio antennas or towers which are visible from the street will be permitted.
- ff. **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 are not allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Construction, location, and maintenance of outside lighting, outside music, or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.
- hh. **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 the bac 2/3 of any 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 noxious odors and insects.

- ii. **Soil Condition** – It shall be the sole responsibility of each Lot Owner, prior to construction of any structure on any Lot, to satisfy himself and/or herself regarding the nature and bearing capacity of the soils on the Lot for the particular purpose being considered. The Developer and the Committee make no warranty regarding and shall have no responsibility for any soil conditions nor for any damage caused by any soil conditions, such being the sole responsibility of the Lot Owner.
- jj. **Underground Utilities** – All utility lines from their source to the residence must be underground, with the exception of temporary lines used for construction. Temporary utility lines for construction shall be removed immediately upon completion of construction. No utility poles, except for street lights, shall be located on any lot in the subdivision with the exception of any poles/lines that are required by utility servicing company.
- kk. **Oil and Mineral Development** – No oil drilling, oil development operations, oil refinery, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. However, the provisions of this paragraph shall not be construed as prohibiting the extraction of oil or natural gas from under the surface of the Lots by means of directional drilling from a location outside the Lots which are subject to these restrictions.
- ll. **Electrical Service** – This subdivision will be served by underground utilities. Electrical service from the electrical distribution system to each residence shall be underground.

5. Homeowners Association

- a. **Organization** – The Hidden Point Subdivision Homeowners Association (the “Association”) shall be formed by the Developer.
- b. **Membership and Voting** – Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. However, the Developer shall have all power to enforce the responsibilities of the Association until all Lots are sold and the Developer relinquishes the power of enforcement to the members of the Association.
- c. **Responsibilities** – It will be the responsibility of the Association 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 public hearing affecting the Subdivision.
- d) Maintain the roads, the landscaping, walls, and/or any other structures at the Subdivision entrance, the Subdivision signs, the fence, and any other areas so approved by the Association.
- e) Act in any other capacity or matter in which the Owners of the majority of the Lots vote.

6. Assessments

- a. ***Creation of the Lien and Personal Obligation for Assessments and Dues*** – 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 periodic and special assessments, dues, or charges, as may be established and collected as provided in these Restrictions. The periodic and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment becomes due. Notwithstanding anything to the contrary contained herein, the Developer shall not be required to pay any assessments, dues, or other charges imposed by the Association, including the \$300.00 assessment referenced herein at 6(c).
- b. ***Purpose of Assessment and Dues*** – The assessments and dues levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, for maintenance of the roads, for security of the subdivision entrance, signs, and other improvement slated for maintenance by the Association, and any other matters so approved by the Association.
- c. ***Establishment of Assessments and Dues*** – The assessments and/or dues shall be established by the Association. The annual assessment shall be \$300.00 per Lot initially, but may be changed at any time by the Association.
- d. ***Notice Regarding Assessments*** – Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all members of the Association not less than 15 days nor more than 30 days in advance of the meeting. Said notice may be sent only by the Developer or any officer of the Association. The presence of members or of proxies entitled to cast fifty percent (50%) 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.
- e. ***Default*** – Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at a rate of ten percent (10%) per annum, compounded monthly. The Association may sue the owner to pay the same or record and/or foreclose the lien against the Lot owned by the defaulting Owner. In such a case, such Owner shall be responsible for twenty percent (25%) Attorney's fees, all costs of court, and costs of recording and cancellation of liens and charges. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

- f. **Subordination** – The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on the Property or any Lot. Sale or transfer of any Lot shall not affect the assessment thereafter becoming due or from the lien thereof.

7. General Provisions

- a. **Strict Interpretation of Restrictions** – These restrictions, including all obligations, covenants, conditions, restrictions, and servitudes shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.
- b. **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 in 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 attorney's fees to be fixed and awarded by the court, plus all court costs.
- c. **Duration** – These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years each until cancelled as provided at 7(d) herein.
- d. **Amendment and Termination** – Developer reserves the right to amend these restrictions for as long as Developer owns any lot in the Subdivision. After the developer has completely sold out of lots, and after the expiration of the initial twenty-five (25) year term of duration, any amendment shall only be by written act executed by greater than 85% of the then Owners of all Lots and with the additional requirement that the Developer agrees to the termination or amendment for so long as the Developer owns any lots in the Subdivision. After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.
- e. **Notices** – Any notice required to be sent to any Owner under the provisions of the Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.
- f. **Enforcement** – If any Owner and/or Owner's builder, Owner's agent, employee, heirs, successors or assigns, or anyone acting on the Owner's 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 and/or builder violating or attempting to violate any such obligations, covenants, restrictions, servitudes, and conditions, and to prevent the violator from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each Owner and/or builder 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 recovery of damages. Should any Owner, the Association, or the Developer bring any legal action against an Owner and/or builder, the said Owner and/or builder shall be liable for reasonable

attorney fees and court costs so expended by the Association in such action. 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.

- g. **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.

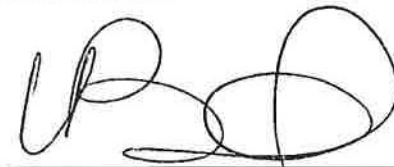
THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day and the date first hereinabove written.

WITNESSES:


Richard Stewart
Print:


HIDDEN POINTE, LLC
By: Brent B. Bergeron, Member


Dairia Leonard
Print:



NOTARY PUBLIC



THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day and the date first hereinabove written.

WITNESSES:

Daine Leonard Dairia Leonard
Print:

Richard Stewart

Richard Stewart
Print:

Billy J. Aguiard
HIDDEN POINTE, LLC
By: Billy J. Aguiard, Member

