Act of Restrictions for Mossy Oaks Subdivision

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STATE OF LOUISIANA

EAST BATON ROUGE PARISH

BE IT KNOWN that on this 3rd day of ~~March~~ April, 2013, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

CERTIFIED TRUE COPY OF

AMERICA HOMELAND, L.L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, La., whose present mailing address is 10754 Linkwood Ct., Baton Rouge, LA 70810, represented herein by its member, Kevin K. Nguyen who is authorized to act herein pursuant to Certificate of Authority recorded in the Conveyance Records of Ascension Parish, La.;

(hereinafter referred to as the "Developer"), who did depose and say that Developer is the owner of the following real property:

ONE HUNDRED TWENTY EIGHT lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Section 18 T9S-R3E, Southeast Land District, East of the Mississippi River, Parish of Ascension, State of Louisiana, in that subdivision known as MOSSY OAKS, and designated as LOT NUMBERS ONE (1) through ONE HUNDRED TWENTY EIGHT (128), inclusive, on a plat of survey thereof made and prepared by Quality Engineering and Surveying, LLC, Professional Land Surveyor, dated February 1, 2013, and recorded on March 5, 2013, at Entry No. 819934 of the official records of the Clerk of Recorder of the Parish of Ascension, State of Louisiana.

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 does impose hereby those restrictions on the Property , and further 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 to the benefit of each Owner thereof.

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 the Act of Restrictions.

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 America Homeland, L.L.C. 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 an "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 "Mossy Oaks" or "Subdivision" shall mean Mossy Oaks Subdivision, as set forth on the Final Plat for the same. Properties which become filings of Mossy Oaks that are subjected to these Restrictions by the Developer shall be a part of and constitute the entire Subdivision.

1.7 "Restrictions" or "Declarations" shall mean the entire body of this document entitled "Act of Restrictions for Mossy Oaks Subdivision", as amended from time to time as set forth herein.

1.8 "Association" shall mean Mossy Oaks Homeowner's Association, Inc.

1.9 "Committee" shall mean the Architectural Control Committee for Mossy Oaks Subdivision (also herein called the "Architectural Control Committee").

1.10 "Lot Servitude" shall mean the areas adjacent to certain lots which border a body of water, or Common Area as shown on the Final Plat of the particular filings of Mossy Oaks.

1.11 "Final Plat" shall mean the Final Plat of Mossy Oaks Subdivision that is recorded in the official records of the Clerk of Court of Ascension Parish and for which property the owner thereof has subjected to these Restrictions by a separate document signed by such property owner.

1.12 "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.

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

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

1.15 "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.

1.16 "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 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 Architectural Control Committee of Mossy Oaks subdivision (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 Mossy Oak Subdivision 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 all existing and/or planned filings in Mossy Oaks Subdivision 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 Mossy Oaks Homeowner's Association, Inc., at any time it may choose.

3.3 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.

3.4 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 or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

3.5 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. The entire front yard of the home must be landscaped and sodded 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. The Committee has the right to require additional landscaping if necessary.

(a). Complete sodding of the front yard (front, side, and seed or sod rear 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. For any lot which is contiguous to a Lot Servitude area (as set forth in Section 4.23 of these Restrictions), the Owner of such Lot shall also sod the entirety of such contiguous Lot Servitude area.

3.6 Construction Deposit. Vacant.

3.7 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.

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

3.9 Building Setback Lines. The setback lines are shown on the official Plat for the subdivision.

3.10 Exterior Materials. No residential structure shall be constructed of imitation brick, concrete block, imitation stone or asbestos on the exterior, and the Developer may impose other appropriate and reasonable standards for exterior materials and finishes so that such materials and finishes which would detract from the value of the dwelling itself or surrounding properties, or detract from the general appearance of the neighborhood, will not be utilized.

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

3.12 Fences. No fence or wall shall be erected, placed or altered on any Lot closer to any street than the minimum building set back line, or nearer any street than the front boundary of the house. Fences shall be constructed only of wood, brick, ornamental iron or other material approved by the Committee, provided that barbed wire and net wire fences are prohibited. No fence shall exceed six (6) feet in height.

3.13 Jobsite. Contractors are required to keep their job sites as neat and clean as possible. No construction materials or grubbing debris may be stored on any Common Area (including any Lot Servitude area). 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.

3.14 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, a lake or park area, 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 and lakes. 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. There shall be no burning of construction materials, trash, debris or other materials on any job site. Neither the Developer, the Association nor the Committee shall be responsible for any damage caused by any fires that occur.

3.15 Utility Usage. Contractors will use only the utilities provided on the immediate job site on which they are working

3.16 Damages. Any damages to the 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 such costs collected from the offending party. The responsible Lot Owner shall be obligated to pay such excess cost and the Committee shall have lien rights (as set out in Sections 6.5 and 6.6) on the Lot Owner's Lot to enforce collection of such amounts.

3.17 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 (or Dept. of Public Works for Ascension Parish for cuts of a sewer line). The cost of repairs for such damage will be the responsibility of the Lot Owner whose contractor caused the damage.

3.18 Parking of Equipment. No construction vehicles (trucks, vans, cars, etc.) may be parked overnight on any of the Lots of the Subdivision, the streets thereof or properties adjacent thereto. Construction equipment may be left on the site while needed, but must not be kept on the street or 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 that 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.

3.19 Concrete Truck Deliveries and Washouts. Concrete trucks may 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, Common Area, landscape area or park area. There will be no exceptions to this rule. The builder is to designate a washout area on the Lot of their choice where the pour is taking place and notify the concrete truck driver as to where it is. Any cost of cleanup by the Committee or the Developer will be deducted from the Construction Deposit at twice the direct cost. 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. The builder may designate one lot for washout purposes.

3.20 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 a "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.

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 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) 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. 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, in which case the two lots shall be considered as one Lot for the purpose of these Restrictions except for voting purposes.

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 Mossy Oaks, the Developer may subdivide any lots of Mossy Oaks 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 (easements) 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, shack, garage, garage apartment, storage room, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. However, there shall be permitted a model home or model homes that allow a builder to show its product within the subdivision.

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 by stored or deposited on any Lot other than the one under construction, except with the permission of such other Lot Owner. No burning of rubbish or trash will be allowed on a Lot at any time.

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 outbuildings. This shall include the painting or replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors and shutters when necessary.

4.11 **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. This restriction, however, shall not prohibit a builder from erecting a temporary shed and/or office on any Lot during the construction of a house on the same Lot. A Builder may use a home or homes as a model and temporary sales office during his building program in the subdivision. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision (applying the zoning ordinances of Ascension Parish), however, no direct retail or wholesale sales activities shall be allowed from residences or Lots in the Subdivision.

4.12 **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 and the Developer or Committee can grant exceptions to this provision. No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles.

4.13 **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 expressly prohibited, except for developer or builder to conduct construction or marketing operations. No school buses shall be kept or stored on any Lot or street in the Subdivision at any time.

B. No house boat, recreational vehicle (motor home), large camper trailer, truck (larger than a pick-up truck) may be maintained, stored or kept on any Lot

C. For all Lots small camper trailers and boats may be kept and stored on such Lots, but only if housed within the building setback lines referenced in these restrictions. Small camper trailers and boats may be kept and stored on such Lots, but only if kept in the rear of the home in an area that is completely screened from view of streets and neighboring homes by an opaque fence which has been approved by the Committee.

4.14 **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.
HOMEOWNER'S ASSOCIATION

5.1 **Organization.** Mossy Oaks Homeowner's Association, Inc. (the "Association") will be 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**. A Board of Directors shall manage the affairs of the Association. Except during the Appointment Period as stated in Section 1.12 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 of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association. 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 transferable 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 Declarant 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 throughout the Subdivision.
E. Maintain the grounds (including cutting the grass) on Common Areas.
F. Maintain (and replace the equipment, when needed), supervise, insure with liability insurance, make rules for and monitor the use of all Common Areas.
G. Maintain the lakes and the banks thereof in a neat and attractive manner. Keep the fountains in the lakes and landscape areas in good working order and replace the same when required. Maintain the irrigation systems and lighting systems through the Subdivision and water well used by the Subdivision for irrigation and "topping off" of the lakes and replace said equipment when necessary.
H. Paint, reseal, maintain and replace when required street signs and poles throughout the Subdivision.
I. 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 as such on the Final Plat, subject to the rights reserved and elsewhere in this Declaration.

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 receive title to the Common Area, as set out in Section 9.1 and no Owner or any other Person, other than Developer, 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 Assessments as required by the By-Laws or otherwise in a manner consistent with the customs and practices of similar organizations in Ascension Parish, Louisiana.

5.10 Rules and Regulations. The Association shall from time to time adopt, amend, repeal and enforce rules and regulations as may be deemed necessary of 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, the lakes, 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, this Declaration 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 Access Restrictions. The Association (through the Board of Directors) shall have the power to restrict access, ingress and egress of Owners and invitees to, from and between Common Area and rights-of-way, subject to the Rules and Regulations.

5.12 Servitudes. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas. The Association shall also have the power to enter into agreements for the construction and maintenance of drainage facilities over adjoining property to further the development of the Property.

5.13 Restrictions on Builders. The Developer shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the Property and to prohibit the builder or construction tradesman from working on any project in the Subdivision or on any Lot.

5.14 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.

5.15 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. The rights of Declarant are transferable.

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 3.45, and Section 4.7), as may be established and provided for in these Restrictions. Each Lot shall be subject to and the Lot Owner of which shall pay annual assessment of Two Hundred Fifty and 00/100 ($250.00) Dollars, payable at closing (the "Initial Assessment"). The Initial Assessment shall remain effective for the years after 2013 unless changed by the required vote of the Board of Directors as set forth below. All assessments shall be paid to Mossy Oaks Homeowner's Association, Inc. After 2013, the 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 effected 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 1.12 and 5.15). 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 are the responsibility of the Association under the provisions of the Declaration including the maintenance of the drainage facilities;

(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) amounts 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, and guests;

(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;

(ix) the establishment and maintenance of a reasonable reserve fund or funds (A) for inspection, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

Notwithstanding anything in these Restrictions to the contrary, the Developer and homebuilder 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 2013.

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 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 3.45, and Section 4.7. The Developer and homebuilder are exempted from paying any Individual Assessments for any Lots they own 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 per cent (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; the legal description and/or 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 or second mortgage encumbering the Lot shall be and remain prior 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 reasonable attorneys' fees). The lien shall continue until the amounts secured by it and 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 been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may by 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 Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and\or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, 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.

7.
GENERAL PROVISIONS

7.1 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.

7.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violations 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.

7.3 Amendment of Restrictions by Developer. The Developer reserves the right to amend these Restrictions one or more times in any manner or 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 Ascension Parish, State of Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, change the powers and duties of the Committee or the Association or other amendments as determined by the Developer to be in furtherance of the development of the Subdivision. The Developer may assign its rights hereunder.

7.4 **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.

7.5 **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 have 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 Ascension Parish, Louisiana at the time of mailing at the address shown on such Assessor's records.

7.6 **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 violating 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.

7.7 **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.

8.
COMMON AREAS

8.1 **Common Areas.** At a point in time when the Developer deems appropriate, the Developer shall convey to Mossy Oaks Homeowner's Association, Inc., certain Common Areas (for use by the Association for construction of and maintenance and use of, landscape areas, and other Common Property for recreational use). It shall be the responsibility of the Association to maintain liability insurance, on Common Areas the Association will own. By purchase of a Lot in the Subdivision, each such Owner is deemed to have released and held harmless the Developer, and Association Officers and Board of Directors, for any liability on the Common Areas, including any personal injury or death of persons that use, maintain or are otherwise on or in the Common Areas and the facilities thereof. The Board of Directors of the Association shall establish rules and regulations for use of the, lakes, and Common Area, which rules and regulations must be adhered to by the Owners and their invitees and which rules and regulations may be amended and changed from time to time by the Board of Directors of the Association.

THUS DONE AND SIGNED in Baton Rouge, LA, 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:

Jessica Holmes

Karen H. Manzano

AMERICA HOMELAND, L.L.C.

By: _____
Kevin K. Nguyen

_____
Notary Public

D. Brian Cohn
Bar Roll #28000