

RESTRICTIVE COVENANTS FOR LOUISIANA PURCHASE EQUESTRIAN ESTATES

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RESTRICTIVE COVENANTS FOR LOUISIANA PURCHASE EQUESTRIAN ESTATES

KNOW ALL MEN BY THESE PRESENTS THAT LA. PURCHASE EQUESTRIAN ESTATES HOA, a Louisiana non-profit corporation, herein represented by the members of La. Purchase Equestrian Estates HOA, do hereby dictate these restrictive covenants for the La. Purchase Equestrian Estates HOA, a residential Equestrian Community development. These amended and restated declaration of Covenants, Conditions and Restrictions for the Louisiana Purchase Equestrian Estates of Walker, LA is made this ____ day of _____, _____ by the Board of Directors and consented to by the members. This Declaration amends the original declaration recorded and executed by the Developer. The members agree with each other and all other persons, or firms which is recorded in the office of Livingston Parish Clerk of Court for Livingston Parish, Louisiana that said parcels are hereby subjected to the following restrictions as to the use and ownership thereof, running with the parcels by whosoever owned. The legal description of development is found in the office of Livingston Parish Clerk of Court, where it was filed on April 23, 2008, in Book 1006, on Page 859. These restrictions may be amended as set out herein by the members of the association when it is deemed necessary. Amendments shall be recorded with the Livingston Parish Clerk of Court, Livingston Parish Louisiana. These restrictions shall control all lots inclusive of Lots 1-49 to include Lots 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 41A, 41B, 42A, 43A, PI2A, PI2B, and P2C.

Amendments shall be recorded with the Livingston Parish Clerk of Court in Livingston Parish, Louisiana.

Statement of Purpose

Owners desire to ensure the attractiveness of La. Purchase Equestrian Estates and to prevent any future impairment thereof, to perfect nuisances, to preserve, protect and enhance the values and amenities of all properties within La. Purchase Equestrian Estates, to regulate and supervise all improvements to be built within the subdivision, and to provide for the maintenance and upkeep of all common areas in La. Purchase Equestrian Estates.

To this end, the Owners desire to subject the real property described herein together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens herein set forth, each and all of which is and are for the benefit of said property and each owner thereof. Owners further desire the Louisiana Purchase Equestrian Estates HOA organization to have powers of owning, maintaining and administering the common areas in the La. Purchase Equestrian Estates, to administer and enforce the covenants and restrictions contained herein, to regulate and supervise all improvements to be built within the subdivision, and to collect and disburse the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in the La. Purchase Equestrian Estates, all to ensure the owners and residents' enjoyment of specific rights privileges and easements in the common areas, and to provide for the maintenance and upkeep of the common areas.

Article I: DEFINITIONS

“Architectural Review Committee” shall mean and refer to any board or committee established by the Homeowners Association for the purpose of serving as an architectural review committee as referred to herein.

“Association” shall mean and refer to the Louisiana Purchase Equestrian Estates Homeowners Association, a non-profit corporation, its successors and assigns as formed under the laws of the State of Louisiana.

“Common Area” means those areas shown on the Plat as equestrian easements, together with the subdivision sign located at the entry to Louisiana Purchase Equestrian Estates.

“Declarant” shall refer to the Board of Directors of the Association, acting on behalf of the Owners of the Association in their capacity of declaring and establishing these restrictive covenants.

“Development” shall mean and refer to La. Purchase Equestrian Estates, an equestrian residential development.

“Lot” shall mean and refer to any plot or parcel of land with delineated boundary lines described in the deeds of the conveyance or appearance on the Plats, with the exception of the Common Areas.

“Plats” shall mean and refer to the Plats of Properties as recorded (either now or hereafter) in Livingston Parish Clerk of Court.

“Member” shall mean a person entitled to membership and to the members of the Association.

“Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, according to the public records of Livingston Parish Clerk of Court, Louisiana, of a simple title to any Lot, but shall not include any person or entity having an interest merely as security for the performance of an obligation.

“Properties” shall mean and refer to properties which are now and may hereafter be made subject to these Restrictive Covenants and brought within the jurisdiction of the Association.

“Annual Assessment” and **“Assessments(s)”** means any assessment levied pursuant to Article 5 of this declaration.

“Board” means the Board of Directors of the Association.

“Bylaws” means the Bylaws of the Association.

“Restrictions” means the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration.

Article II: USE RESTRICTIONS

Residential Use

All lots shall be used only for single family residential purposes and common recreational purposes auxiliary thereto and for no other purpose. Only one family may occupy a Lot as a residence at any time, inclusive of the following articles.

No Lot nor structure constructed at any Lot shall be used at any time, or, in any way, for any business or business pursuit for any activity or for any activity normally conducted as a business, and nor may any Owner conduct or permit any other person to conduct any business, commercial, manufacturing, or mercantile activity of any sort upon any Lot or Common Area, except as noted in the Nuisance section of this document.

No structure, except hereinafter provided, shall be erected, altered, placed or permitted to remain on any residential lot other than one primary detached single family dwelling. However, a garage or ancillary structure including, but not limited to pools, pool houses, barns, shed, workshops, freestanding decking, greenhouses, gazebos, guest facilities or other out buildings are permitted, subject to the Architectural Review Committee approval.

No construction of any dwelling, garage, or ancillary structure shall be commenced unless construction plans are first approved by the Architectural Review Committee, as provided in these Restrictive Covenants herein. Building construction on the lots is also subject to the following general construction criteria as follows as well as a building policy of the Louisiana Purchase Equestrian Estates HOA as adopted by the Architectural Review Committee and the HOA Board and members.

All structures, driveways, culverts, drainage, and all other applicable items shall conform to Livingston Parish Code.

Dwellings

All single floor dwellings shall have heated, enclosed ground floor area of at least 2400 sq. ft., not including porches, screened porches, garages, ancillary buildings or stoops.

Enclosed Garage or Open Carports

Enclosed garage or open carports. All residential dwellings on any lot type are required to have an enclosed garage or open carport for a minimum of two cars, constructed on and opening on the side or rear of the dwelling, shielded so as not to be viewed from the subdivision roadway, unless approved otherwise in writing by the association Architectural Review Committee. All garages or open carports shall be constructed in substantial architectural conformity with the construction of the dwelling.

Ancillary Structures

No ancillary structure on any lot type may be located closer to the "front lot line" (the lot line which the dwelling "faces") than the dwelling.

Ancillary structures must be approved by the Architectural Review Committee and must be maintained by the lot owner so as to preserve the appearance and structural integrity of the structure.

No trailer, "mobile home", "manufactured home", or any mobile structure constructed, shall be placed on any Lot, except as allowed under these Restrictive Covenants.

Location

No dwelling, garage, carport or ancillary structure on any lot type shall be located not nearer than fifty (50) feet to any "front street", "front easement" or "bridle path", nor closer than thirty-five (35) feet to any "side line", and not closer than thirty-five (35) feet to the "rear lot line." In order to assure that dwellings will be located with regard to the topography of each Lot, the Architectural Review Committee reserves unto itself to absolutely and solely decide the precise site and location of any location of any structure upon any Lot provided, however, that such location shall be determined after reasonable opportunity is afforded the Owner to recommend a specific site. Architectural Review Committee's right to control the precise site and location of any structure shall specifically include the right to waive the above stated setback and sideline requirements, excepting any setback or sidelines required by a governmental agency.

Nuisances

No noxious or offensive activity shall be carried out, allowed or permitted on any lot or any part of the Louisiana Purchase Equestrian Estate development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any exterior lights or lighting, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. There shall be no discharge of firearms of any kind.

Each Lot and the structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner with such frequency as is consistent with good property management. During construction or repair, the Owner is responsible to see that the Lot is maintained in a tidy condition at all times.

No business, commercial, manufacturing, or mercantile activity or retail sales will be allowed to operate from a private residence or at any time upon any Lot, other than an individual office dwelling or ancillary structure where retail customers do not enter and exit the premises.

Animals, Birds and Fowl

No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats, pet birds, chickens (no roosters) and horses (as well as naturally existing wildlife). Any other species must be approved by the Louisiana Purchase Equestrian Estates HOA property owners. The dogs, cats, and pet birds may be kept in reasonable numbers as pets for pleasure or for the use of the occupants, but shall not be kept for any commercial use. All pets must be kept under control at all times and not allowed to run large and must not become a nuisance by barking or other acts.

Acceptable control structures are pens, invisible fence, or suitable enclosures and all structures or enclosures must be approved by the Architectural Review Committee.

Horses and Other Large Species

In keeping with the intentions of the Declarant to create an equestrian community with observance of good environmental practices, the number of horses regularly kept on any Lot shall be limited to one (1) horse per two (2) acres, plus one (1) horse for each additional one (1) acre, of contiguous Lot or Lots owned by the same Owner. The Owner shall be responsible for controlling odor, insects, animal waste and runoff, as it relates to the housekeeping of houses and other species on said Lot, and the Owner is responsible for providing adequate pasture area for the horses and other species.

No stallions that have reached two (2) years of age may be kept on any property. No stallions may be ridden on easements or trails.

Horse stables, paddocks, or facilities located on individual Lots shall not be used or maintained for any commercial purpose.

Horses must stay within the bridle paths or other designated areas of use, and horses shall not otherwise use common areas, walking paths, roadways (except for crossings) or road shoulders for any purpose. Use of the bridle paths is specifically restricted as provided in these Restrictive Covenants.

Temporary Structures

No structure of a temporary character shall be placed upon any Lot except port-a-johns, shelters, or trailers used by a contractor during the construction of the dwelling of any ancillary structure; provided further that such permitted temporary structures may not be used as residences or permitted to remain on the Lot after commencement of construction.

Antennas and Utility Service Lines

No television or radio receive or transmitter or other antennas, which are visible from any Common Area, street, or adjoining Lot will be permitted without written approval from Louisiana Purchase Equestrian Estates HOA. All utility services lines of all kinds, including but not limited to electric, telephone, cable, water and sewage, must be installed underground except with the prior written approval of the Louisiana Purchase Equestrian Estates HOA.

Garbage Containers

Storage receptacles must be installed within an enclosure ancillary structure, or behind foliage when not placed at curbside for pickup. All outdoor receptacles for ashes, trash, rubbish or garbage shall either be screened or placed so as not to be visible from any street or any other Lot or any Common Area, but such receptacles must also be convenient for collection and in accordance with reasonable health laws or standards. Any containers for storage of any substance which would be hazardous to the environment, such as, but not limited to oil, gas propane, or other petroleum or similar environmentally hazardous materials, shall be placed in such a manner so as to not create a hazard to the environment, a hazard to the other Owners, or a nuisance to the other Owners.

Signs

No sign or device shall be displayed indicating the profession, business or trade of any person or advertising in any way. No commercial signs shall be erected or maintained on any Lot or on any structure on any Lot except in connection with the sale of a vacant or improved Lot, and such sign shall not exceed two (2) feet by three (3) feet in size, or except as may be permitted in writing by the Louisiana Purchase Equestrian Estates HOA, or except as may be permitted by legal proceedings. The entrance sign naming

the Development, road signs, and a temporary sign installed by the Developer announcing the Lots in the Development for sale shall, however, be excepted from this restriction.

Vehicles

Trucks and trailers owned by Owners for their own personal use to transport horses, as well as, “pickup trucks” as allowed; however, commercial vehicles of any sort, and other trucks of any sort, are not allowed at any time upon the streets or upon Lot except for the limited purpose of making a delivery or during active construction.

No 4-wheelers or 3-wheelers, go-carts, dirt bikes, or motorized recreational vehicles of any sort are permitted on any bridle path or any Common Area. No tracks for the aforementioned vehicles may be established on any lot nor excessive use to cause noise disturbance.

Exceptions to this section may be approved from time to time by the Louisiana Purchase Equestrian Estates HOA for the use of such vehicles; for example, in the management or maintenance of the Common Areas and for transportation to and from La. Purchase Equestrian Estates stables or arena or such other facilities as may be established by Louisiana Purchase Equestrian Estates HOA.

Parking

No on-street vehicular parking shall be permitted except in accordance with reasonable standards which may be established by the Louisiana Purchase Equestrian Estates HOA. Each owner shall provide off-street parking space for at least two vehicles prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Louisiana Purchase Equestrian Estates HOA.

All boats, motorcycles, trailers, travel trailers, campers or other recreational vehicles parked on any lot shall be parked behind the dwelling and/or approved fence by the Architectural Review Committee. These should be limited to a reasonable number.

No more than one vehicle that is required to be registered with the Louisiana Dept. of Motor Vehicles, which is not so registered, may be kept on any lot, and such vehicle shall be stored in an enclosed garage. Non-operating vehicles, equipment, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot.

Temporary parking of R.V.'s and fifth wheel type campers will be permitted on surfaced parking areas for a period not to exceed 72 hours unless given extension by the Board of the Louisiana Purchase Equestrian Estates HOA.

Maintenance

It shall be the responsibility of the each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of his buildings or grounds. All driveways shall be paved for minimum of the first seventy-five (75) feet from the edge of the paved street, and the driveways crossing bridle trails shall be concrete for the entire width of the bridle trail.

Subdivision

No lot shall be subdivided, or its boundary lines changed without the written consent of the Louisiana Purchase Equestrian Estates HOA Board and Architectural Review Committee.

Reconstruction

Any structure on any Lot, which is destroyed in whole or in part by fire, windstorm, flood, or other Act of God, or otherwise, must be rebuilt, or all the debris from such structure removed and the lot returned to the condition it was in prior to the commencement of construction of such structure with reasonable promptness; provided however, that such reconstruction must be commenced within six (6) months from the date of such destruction, or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction. Any reconstruction must be approved by the Architectural Review Committee in the same manner as new construction.

Utilities

All plumbing fixtures, dishwashers, toilets, and sewage disposal systems connected to the Development's sewage plant, such system being approved by the appropriate governmental public health authority.

Drainage

It shall be the obligation of the Owner to provide, install, and maintain adequate culvert and drainage pipe under all driveways as needed in order that the natural flow of surface water will not at any times be blocked along the roadway drainage ditch. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch and in no instance shall the drainage pipe be less than parish approved diameter. Driveway connections must be approved in advance by the Architectural Review Committee. The natural flow or drainage of any creek, spring, or stream shall not be interfered with or diverted without the express written permission of the Architectural Committee.

Fences, Gates, Walls, Bulkheads, Piers and Ponds

No fence, gate, wall, bulkhead, or pier shall be erected until after the plans and specifications showing the nature, shape, height, materials, construction, and location of said fence, gate wall, bulkhead or pier shall have been approved in writing by the Architectural Review Committee. Fencing shall blend with the current vinyl white rail fencing theme of the Development with low visual impact. Ponds shall be constructed such that sufficient pump aeration and runoff is conducive to minimize stagnation and mosquito regeneration.

Mail Boxes and News Papers Boxes

Mail boxes shall be erected according to Exhibit "A," attached herein and made a part of these restrictions. Any variance thereof shall be by written approval of the Architectural Review Committee.

Divided Ownership

No Lot or dwelling shall be leased, purchased, sold, conveyed, owned, used or operated so as to constitute or create a time-share estate.

Rules and Regulations

The Association may promulgate additional rules and regulations governing the use of any Common Areas. All such rules and regulations shall be mailed to all Owners via first class mail, postage prepaid.

Compliance

In the event that any Owner fails to comply with any of the restrictions set forth in this instrument or the rules or any regulations subsequently promulgated by the Association, the Association or the authorized agents of the Association shall of the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Association or its authorized agents in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately, upon demand. The Association and its authorized agents shall not be liable for any damage which may result from such entry unless such damage results from the willful misconduct of the Association or its authorized agents.

ARTICLE III: ARCHITECTURAL CONTROL

Architectural Review

The Louisiana Purchase Equestrian Estates HOA shall nominate and approve a committee to carry out the function of the Architectural Review Committee. The committee shall consist of 3 members and one HOA board member.

Required Architectural Approval

Building construction on the lots is subject to the following general construction criteria as outlined in these covenants, as well as, a building policy of the Louisiana Purchase Equestrian Estates HOA as adopted by the Architectural Review Committee, the HOA Board, and the members.

No improvements or structure of any kind, including, without limitation, any building, fence, gate, wall, bulkhead, pier, pool, pool house, barns, sheds, workshops, freestanding decking, greenhouses, gazebos, guest facilities, screen enclosure, sewer, drain, disposal system, landscaping, recreational structure, external lighting, other outbuilding, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration to any of the foregoing be made unless and until the plans, specifications and location of the same, shall be been submitted to, evaluated, and approved in writing by the Architectural Review Committee, as to the harmony of external design and location in relation with the architectural and landscape standards of the Architectural Review Committee.

Approval of Plans, Specifications and Construction

Prior to commencement of any construction, all proposed building plans, specifications, exterior color or finish, façade, roofing material, roof pitch, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall be approved in writing by the Architectural Review Committee. Upon written request by an Owner for approval of plans, the Architectural Review Committee shall have thirty (30) days from receipt to approve or disapprove the plans. If such plans are not disapproved within said thirty (30) day period, they shall be deemed to have been approved.

Garages and other ancillary structures on any Lot must be constructed of the same or compatible materials as specified for the dwelling constructed thereon.

No alterations may be made in such plans after approval of the Architectural Review Committee. No alterations in the exterior appearance of any building or structure shall be made without the written

consent of the Architectural Review Committee. One copy of all plans and related data shall be retained by the Architectural Review Committee for its records. The exterior of all structures must be completed within one year after construction is commenced, except where such completion is delayed by strikes, fires, national emergencies or national calamities.

Non-Liability for Approval of Plans

The Architectural Review Committee's approval of plans shall not constitute a representation, warranty or guaranty, whether expressed or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions.

By approving such plans and specifications, neither the Architectural Review Committee, the HOA Board, the Members thereof, the Association, nor any member thereof, assumes liability or responsibility therefore, or by a defect in the structure constructed from such plans or specifications.

By disapproving such plans and specifications, neither the Architectural Review Committee, the HOA Board, the Members thereof, the Association, and Member thereof, assumes liability or responsibility for the cost of such disapproval plans and specifications, or for the reparation thereof.

Right to Stop Work

If the Board determines that any improvements are being undertaken other than in accordance with the plans and specifications approved by the Board, the Board shall notify the Owner and shall have the right, without limiting any other rights it might have, to seek an injunction from any court of competent jurisdiction in the name of the Association.

Limitation of Action

Any improvement shall be deemed in compliance with all provisions of this Article unless an actual notice of non-compliance has been issued by the Board, or unless legal proceedings have been instituted by either the Board or a Lot Owner to enforce compliance.

Enforcement

If an owner fails to comply with a request to remedy a violation, the following actions may be pursued:

- a) Bring an action at law and recover judgment and/or obtain injunctive relief against the Person or Lot in violation.
- b) Levy a fine, the amount being determined by the Board, and as allowed under Louisiana Revised Statutes. This fine shall initially be not less than ten (\$10.00) dollars per day against the Lot or Owner of the Lot. Such fine will be considered a charge against the Lot, which may be foreclosed against the Lot in accordance with prevailing Louisiana law.

ARTICLE IV: EASEMENTS

Easements

The Louisiana Purchase Equestrian Estates HOA reserves unto itself and its successors and assigns, a perpetual easement over, upon, across, and under each road right-of-way for the purpose of the erection, maintenance, installation, and use of street signs and signs denoting the development and installation, maintenance and use of electrical and telephone wire and equipment, cables, conduits, sewer, electric, gas, water or other public conveniences or utilities, and other facilities located or to be located thereon.

Further, the Louisiana Purchase Equestrian Estates HOA reserves unto itself, its successors and assigns a perpetual easement over, upon, across, and under each road right-of-way, each bridle path, each other common area, and any additional area on each side of each road right-of-way, bridle path, and each other Common Area as necessary for the maintenance of such roadways, bridle paths and Common Areas, including but not limited to cutting and maintaining drain ways for surface water wherever and whenever such action may appear to ensure proper drainage of surface water while maintaining the overall appearance of the Development, cutting any trees, bushes or shrubbery, making any grading of the soil or taking any other similar action reasonably necessary to ensure that such roadways, bridle paths, and common areas are maintained in a fashion suitable for their intended uses.

This reservation shall not be considered an obligation of the Louisiana Purchase Equestrian Estates HOA or its successors and assigns to provide and maintain any such roadway, bridle path or common area, or any utility or service or facility located upon such roadway, bridle path, or common area. Further the Louisiana Purchase Equestrian Estates HOA expressly reserves unto itself, its successors and assigns, the continuing and perpetual right to use by other properties and the owners or other properties, including but not limited to La. Purchase Equestrian Estates area or stables. Specifically, the Louisiana Purchase Equestrian Estates HOA reserves unto itself, its successors and assigns, the unlimited right to use or restrict the use of the bridle paths, including but not limited to require a liability release to be executed as a condition for the use of the bridle paths by those who exercise such privilege.

Easements for Ingress and Egress

Easements are hereby reserved and granted across all streets reserved on the deeds of conveyance or shown on the Plats for ingress and egress of the Louisiana Purchase Equestrian Estates HOA and its successor and assigns, its licensees, public safety personnel and any authorized agents, employees, or assigns of the foregoing for the purpose of constructing, maintaining, inspecting, and repairing the streets and the utilities and drainage areas. In addition, the Louisiana Purchase Equestrian Estates HOA, and other such entities shall have a continuing easement to enter the Lots and Properties in order to maintain, inspect and repair all utilities, facilities and drainage areas located on the Lots and Properties. This easement includes the right to disturb structures located on each Lot and Properties in order to inspect, maintain and repair any utility facility located within or beneath such structures or land.

Obstruction

Within any easement, no structure, fence, planting or other material shall be placed or permitted to remain which may interfere with the uses for which such easement is intended, and specifically, concerning easements, which may change the direction of flow, or which may obstruct or retard the flow of water through the drainage channels.

Bridle Paths

Bridle Paths shall be reserved for equine use including, but not limited to the use of equine-drawn conveyances, and for hiking or walking. Use of Bridle Paths and other Common Areas shall be as protected by Louisiana statutes revised on the inherent risks of equine activities as amended from time to time, and any successor provision thereto. Obstacles such as walls, hedgerows jumps, water, or other similar or related amenities, and other equestrian sporting jumps shall be permitted on the bridle trail, constructed either by Owner or Architectural Review Committee, or the LPEE HOA, so long as at least twelve (12) feet of path remains unobstructed for use around such obstacles.

ARTICLE V: CONVENANTS FOR MAINTENANCE DUES

Collection

The Association shall collect the dues and assessments set forth in this Article.

Purpose of the Annual Dues

The annual dues levied shall be used:

1. to maintain and repair all common roads constructed and under the management of the Louisiana Purchase Equestrian Estates HOA within the Development to at least the standard that such roads were in at the time of their completion. Roads under the management of the Parish to be maintained by such.
2. to maintain the entrance and road signs and all street lights and landscaping adjacent to such roads in a manner consistent with the overall appearance of the Development.
3. to maintain lakes, grounds, drainage structures and drainage easements not maintained by Livingston Parish or property owner.
4. to upgrade and maintain the Common Areas, foot paths, lakes and bridle paths
5. to pay all taxes levied against the Common Areas and properties owned by the LAEE HOA.
6. to pay the premiums on all hazard insurance carried by the owner of the Common Areas and all public liability or other insurances carried by the Association.
7. to pay the premiums on all insurances carried by the Association.

Assessment Rate

The amount of the aggregate annual dues for each year shall be the amount necessary to fund the expenses described in these Restrictive Covenants. The Board shall fix the amount of the annual dues against each Lot and dwelling at least thirty (30) days in advance of each annual period, subject to the limitations set forth in this Section.

Two (2) contiguous Lots owned by the same Owner may, at the option of such Owner, be combined and considered to be only one Lot for the purpose of the assessment of dues, provided:

1. No more than one (1) dwelling is located on the two (2) Lots;
2. Such combined Lot is considered to be only one (1) Lot for voting purposes, and
3. At such time the combined Lots are again separated into two (2) lots, the dues shall be promptly paid, and obligation to pay such dues shall be joint and several obligation of the Owners of each such Lots, and shall further be a lien against each such Lots until paid in full.

Both annual dues and special assessments must be fixed at a uniform rate for all Lots and dwellings. Annual dues shall be \$500 per annual for each Lot, prorated from the day of purchase, commencing and becoming due and payable on June 1 of each year to cover dues payment for the fiscal year in which the dues are collected (June 1 – May 31). Thereafter, except as provided below, the annual dues may not be increased annually by more than ten percent (10%) of the prior year's dues.

Any increase in the annual maximum increase as set forth in the preceding subsection must have written consent of at least 51% of the owners of the aggregate number of Lots then subject to this Declaration.

Due to the cost of the development of Louisiana Purchase Equestrian Estates, the developer shall be exempt from the payment of any annual dues or special assessments.

Special Assessments for Capital Improvements and Emergencies

In addition to the annual dues authorized above, the Association may levy, in any year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including, but not limited to the common roadways, foot paths, lakes, bridle baths serving the Development, or for the purpose of meeting any unanticipated expenses related to the Common Areas. Such special assessments may be levied only after obtaining the written consent of the Owners of at 51% of the aggregate number of Lots then subject to this Declaration.

Assessments of Lots and Dwellings

All annual dues and special assessments on the Lots shall be billed to and collected from the Owners by remitting same to the Association.

Creation of the Lien and Personal Obligation for Dues and Assessments

The Declarant hereby covenants, for each Lot and for each Owner of each Lot, and each Owner by acceptance of a deed whether or not it shall be expressed in such deed, is deemed whether or not it shall be so expressed in such deed, is deemed to covenant and agree that each Owner shall hereafter promptly pay the annual dues assessed for and against each Lot owned from time to time by Owner, in such amounts as are necessary to pay for the services set forth in these Restrictive Covenants and for the charges and special assessments for capital improvements established and collected as hereinafter provided. Any such assessment or charge, together with interest, cost and reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation for the delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, in writing, but shall remain a lien upon the Lot or Lots involved.

Date of Commencement of Annual Dues & Due Dates

The annual dues provided for herein shall commence for each Lot owner upon June 1st of each year. The first annual dues shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual dues shall be sent to every Owner.

Effect of Nonpayment of Dues or Assessments & Remedies of the Association

Any assessment or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate allowable under Louisiana Law at the time of default, or eighteen percent (18%) per annum, if the maximum legal rate is unlimited by law.

In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Association to defray the costs arising from the late payment. The Association may bring an action at law against the delinquent Owner, or foreclosure the lien against the Lot, or both.

All interest, late payment charges, costs, and reasonable attorney's fees of such actions or foreclosures shall be added to the amount of such charge or assessment. No Owner may waive or otherwise escape liability for the charge and assessment provided for herein by not using the Common Area or by abandoning his Lot.

Subordination of the Lien to Mortgages

The lien of the charges and assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof such mortgage or deed of trust shall extinguish the lien of such dues and assessments as to payments which became due prior to such sale or transfer; however, the Association may in its sole discretion determine such unpaid dues and assessments to be an annual or a special assessments, as applicable, collectable pro-rata from all Owners.

Such portions are payable by all Owners notwithstanding the fact that such may cause the annual assessment to be in excess of the maximum permitted under these Restrictive Covenants. No sale or transfer shall relieve the purchaser of such Lot from liability for an assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as provided above.

ARTICLE VI: ASSOCIATION

Membership

Every Owner shall be a member of the Association. Membership of an Owner shall be appurtenant to and may not be separated from the ownership of the Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

2 Lazy 2 Horse Stables shall have the right to membership of this Association.

Voting

All Owner members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot all such persons shall collectively be considered one Member and voting rights

appurtenant to said Lot may be exercised as they, among themselves, determine, but in no even shall more than one (1) vote be cast with respect to any Lot.

Board of Directors

The Association shall be governed by the Board of Directors in accordance with its Bylaws.

ARTICLE VII: PROPERTY RIGHTS

Use of Common Areas

Notwithstanding any recordation of any Plat or any other action of the Association, all common Areas (excluding public roads) shall remain private property and shall not be construed as dedicated to the use or enjoyment of the general public.

Owner's Rights to Use and Enjoy Common Areas

Each Owner shall have the right to use and enjoy the Common Areas, as limited by these restrictions, which shall be appurtenant to and shall pass with the title to his Lot, and further specifically subject to the following:

1. The right of the Association, to promulgate any and enforce reasonable regulations governing the use of the Common Area to ensure the safety and rights of all Owners.
2. The right of the Association, to suspend the right to use the Common Area by an Owner for a period during which any assessment against his Lot remains unpaid and for a period not to exceed (60) days for any infraction of its published rules and regulations.
3. The right of the Association, to grant utility, drainage or other easements across the Common Area.
4. The use by the Owner of all Common Areas and Bridle paths shall include the right of resident family members of the Owners to also use such areas and shall also include the right of guests accompanied by the Owner to use such areas.
5. Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy the Common Areas during the period of tenancy.

Owner's Easements for Ingress and Egress

Every Lot is hereby conveyed a perpetual, nonexclusive right to use the common roadway which forms a part of the Development for the purpose of providing access to and from each Lot, and for underground utility easements and drainage wherever located in the subdivision.

Furthermore, no Owner shall construct or allow to be constructed any roadway for vehicular traffic, or any easement for access or utilities or drainage, for his Lot or from any Common Area to any property outside the Development without the prior written consent of the Architectural Review Committee and the Board.

ARTICLE VIII: GENERAL PROVISIONS

Enforcement

The Association, the Architectural Review Committee, or any non-breaching Owner, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent violation or breach of such terms by any Owner or other person. The prevailing party or parties shall be entitled to recover the costs and expenses of such action, including reasonable attorney's fees, from the losing party or parties, at the discretion of the court.

In addition to the foregoing, the Association shall have the right, but not the obligation, wherever there shall have been built on any Lot any structure which is in violation of these restrictions or without the prior approval of the Architectural Review Committee, to enter upon such Lot and correct or remove such violating structure at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any such right, reservation or condition shall not be deemed a waiver of the right to do so thereafter as to the same or another breach, and shall not bar or affect such later enforcement.

Notices

Notices shall be in writing and shall be addressed as follows: 1) to address of lot for the Owners; 2) to address of record for the Association. Any owner may designate a different address for notices by giving written notice of such change of address to the Association.

Headings

The headings used in these Restrictive Covenants are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of these Restrictive Covenants.

Severability

The invalidation of any Court of any restriction or covenant contained in these Declarations shall in no way affect any of the other restrictions or covenants, but they shall remain in full force and effect.

Supplemental Declaration

The Association reserves the right to subject any property now owned or hereafter owned to the provisions of this Declaration.

Addition(s) made by the Association, shall be filed as a record of Supplemental Declaration and incorporated by reference to the property included. This Declaration shall not be construed or considered as a scheme for the development of any land other than that shown on the existing and recorded Map for which Supplementary Declaration of Covenants and Restrictions may hereafter be filed as provided in this section.

Duration

All Owners, by accepting the deed to his Lot, accepts the same subject to these Restrictive Covenants, and all covenants, restrictions and servitudes contained therein, and agrees for himself, his heirs, legal representatives, administrators, and assigns to be bound by each of said covenants, restrictions, and servitude, jointly, separately, without limitation for the term set forth herein:

The balance of the Restrictive Covenants shall be in effect until January 1, _____, and shall be automatically extended for successive periods of ten (10) years each unless the Owners of not less than two-thirds (2/3) of the Lots agree in writing signed and recorded in Livingston Parish Clerk of Court, at any time prior to the expiration of the said term of any succeeding ten (10) year term period to terminate or modify the same.

These Restrictive Covenants may be amended by an instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots then subject to these Covenants.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals, and have caused this instrument to be signed by the duly authorized Louisiana Purchase Equestrian Estates Board of Directors of the Association, the day and year first written above.

By: _____

President

By: _____

Vice-President

EXHIBIT A: MAILBOX

