

State of Louisiana
Parish of Livingston

Declaration of Covenants, Conditions and Restrictions of
Audubon Trace Subdivision

BE IT KNOWN that on this 23rd day of August, 1998, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

S Lazy S Development Company, L.L.C., a Louisiana limited liability company domiciled in East Baton Rouge Parish, Louisiana, whose Articles of Organization were recorded with the Secretary of State on June 22, 1998, having its principal place of business at 5322 Riverbend Boulevard, Baton Rouge, Louisiana 70820, and whose federal taxpayer identification number is 72-143826, appearing herein through its Managing Member, Sylvia S. Duke (the "Declarant")

who did depose and say that:

Recitals

- A. Declarant is the owner of the real property (the "Property") described in Exhibit "A" attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of Audubon Trace Subdivision (as may be amended from time to time, this "Declaration");
- B. Declarant intends to subdivide and develop the Property as a planned residential community known as Audubon Trace;
- C. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- D. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 General

1.1 Purpose. The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of Audubon Trace, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious improvements of Lots, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on the Property, and generally provide for quality improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

1.2 Declaration Running with Land. The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code article 546 et seq. or servitudes by destination of owner under Louisiana Civil Code article 741.

1.3 Development of Property. The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

STATE OF LOUISIANA)
PARISH OF LIVINGSTON) CLERK'S OFFICE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD 8-27 1998 AT 11:00 AM
AND RECORDED 8-27 1998 IN BOOK
BOOK NO. 705 ENTRY NO. 224312
OF THE OFFICIAL RECORDS.

Article 2 Definitions

2.1 Appointment Period. "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 3.5 and its right to appoint a majority of the members of the Review Board in accordance with Section 8.2, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2005.

2.2 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 Assessment. "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

2.4 Assessment Year. "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

2.5 Association. "Association" shall mean the Audubon Trace Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.6 Audubon Trace. "Audubon Trace" means the property described on Exhibit "A" attached hereto and, as designated on the Final Plat of Audubon Trace.

2.7 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

2.8 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

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

2.10 Common Area. "Common Area" or "Common Areas" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of all of the Owners of Lots, and is designated as Common Area on the Final Plat.

2.11 Declarant. "Declarant" shall mean S Lazy S Development Company, L.L.C., its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of S Lazy S Development Company, L.L.C. receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

2.12 Declaration. "Declaration" shall mean this Declaration, as amended from time to time.

2.13 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

2.14 Final Plat. "Final Plat" shall mean the document styled "Final Plat of Audubon Trace, Being a 35.41 Acre Portion of the Sullivan Estate Located in Sections 21 and 28, T6S-R3E, Greensburg Land District, Livingston Parish, Louisiana for S Lazy S Development Company, L.L.C.", made by Michael B. Spony, and dated August 12, 1999, recorded with the Clerk and Registrar of Conveyances of Livingston Parish, Louisiana, at Entry No. 428373, on August 17, 1999.

2.15 First Mortgage and First Mortgagee. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.16 Improvements. "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, fence, walls, posts, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels and equipment. Improvements shall not include impermanent seasonal decorations.

2.17 Lot. "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat.

2.18 Manager. "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.

2.19 Mortgage. "Mortgage" shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.20 Mortgagee. "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.21 Notice and Hearing. "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

2.22 Owner. "Owner" shall collectively mean Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.23 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

2.24 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of Livingston Parish, Louisiana.

2.25 Review Board. "Review Board" shall mean Audubon Trace Architectural Review Board as appointed by the Board of Directors from time to time pursuant to this Declaration.

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

Article 3 Association Operations

3.1 Association. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, 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. 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, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs 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.

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

3.4 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.

3.5 Membership of Board of Directors. 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.

Article 4 Duties and Power of Association

4.1 General 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 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.

4.2 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Areas indicated as such on the Final Plat.

4.3 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain and repair the Common Areas, and the servitudes provided for in Article 5, and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

4.4 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 careful customs and practices of similar organizations in Livingston, Louisiana.

4.5 Duty to Provide Financial Reports. The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

4.6 Rules and Regulations. The Association may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Areas 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 such compliance by each Owner.

4.7 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. The Association is obligated to pay fees to maintain such drainage facilities.

4.8 Restrictions on Builders. The Association 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 on the Property, or on any Lot.

4.9 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, 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.

Article 5 Servitude over the Property

5.1 Servitude for Fence and Sidewalk. There is hereby reserved for the benefit of Association, and granted by Declarant to the Association, the Owners and their respective successors and assigns, the non-exclusive perpetual right and servitude and right of use upon, over, and across (a) those strips of land ten feet (10') in width located along and contiguous to those boundaries which are contiguous to streets and roads for all Lots for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that the Association shall have no obligations to construct any such improvements, (b) those strips of land fifteen feet (15') in width located along those boundaries of all Lots that constitute part of the perimeter boundary of the Property for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Property, provided that the Association shall have no obligation to construct any such perimeter wall or fence, and (c) the Common Areas, subject to this Declaration and the Rules and Regulations. To the extent that this non-exclusive servitude and right of use exists in favor of the Owners, it shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot.

6.2 Additional Servitude. There is hereby reserved for the benefit of Association and granted by Declarant to the Association, the Owners and their respective successors and assigns, those servitudes evidenced on the Final Plat.

Article 6 Declarant's Rights and Reservations

6.1 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.

Article 7 Assessments

7.1 Determination of Assessments. The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain the fencing, landscaping and Common Areas and provide all other services generally undertaken or furnished by the Association. Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners; provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall initially be set at \$100.00 per year per Lot and shall commence January 1, 2000. Assessments may subsequently be increased in accordance with the By-Laws.

7.2 Interest on Unpaid Assessments. All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

7.3 Lien to Enforce Assessments. In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. 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 reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages 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.

Article 8 General Restrictions Applicable to Property

8.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot.

8.1.1 Residential Use Only. Lots shall be used for residential purposes only. No part of any Lot shall be used for apartment houses, group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits or poultry of any kind. Domestic animals shall not 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. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La. R.S. 22:477) 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.

8.1.2 No Temporary Structures. No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property. No residence may be occupied until it has been completed in accordance with approved plans and specifications.

8.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of improvements approved by the Review Board.

8.2 Review Board. There is hereby created **Audubon Trace Architectural Review Board** to be composed of up to three individuals appointed by the Board (the "Review Board"). The initial members of the Review Board shall be appointed by the Declarant. Except during the Appointment Period, two of the members of the Review Board shall be Owners. The members of the Review Board shall serve for one year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

- a) Sylvia S. Duke
- b) A. Eugene Duke
- c) Steven Ray Duke
- d) Stuart W. Duke

8.3 Prior Plan Approval. All plans for the construction or physical alteration of any improvements to or on a Lot shall be submitted to the Review Board in advance according to the following procedures:

8.3.1 Specific Plan Requirements. No improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until: (a) plans and specifications prepared by an architect licensed under the laws of Louisiana, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board; and (b) a complete list of all builders, contractors and subcontractors is submitted in writing by the Owner to the Review Board and approved. Additionally, the Review Board must be given seven (7) days written notice prior to the pouring of any slab on any Lot.

8.3.2 Number of Plans. Two sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned to the Owner. The Owner shall submit a nonrefundable review fee as determined by the Board of Directors when submitting plans to the Review Board for approval as set forth in Section 8.3.5.

8.3.3 Scope of Review. The Review Board shall review the plans to ascertain that the improvements will thoroughly comply with all of the restrictions set forth in this Declaration and conform to the character of the neighborhood. In order to assure that location and size of improvements will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of the other houses, large trees, common facilities and similar considerations, the Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific size and site. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

8.3.4 Standards for Review. The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of

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concepts, design techniques and/or materials/finishes for construction within Audubon Trace. These guidelines shall be utilized by the Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

8.3.5 Review Time Period and Fees and Deposits. In the event the Review Board fails to approve or disapprove within forty-five (45) days any matter (including plans and specifications) which has been submitted to it, approval shall be deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$50.00 dollars and the Review Board shall have the right to increase this amount from time to time. The Review Board shall also require an initial construction deposit of \$300.00 as security for compliance of the construction of improvements in accordance with plans approved by the Review Board, as more fully set forth in Section 8.3.10. For subsequent improvements, changes or alterations of any kind made on the Lot, the initial construction deposit shall be determined by the Review Board.

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8.3.6 Finality of Decision. The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.

8.3.7 Variances. The Review Board 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 Review Board must be obtained by an Owner for any waiver of the governmental ordinances the Owner seeks to obtain; any waiver granted by a governmental authority without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.

8.3.8 Indemnification. Each member of the Review Board shall be indemnified by the Owners of Lots and the Association 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 Review Board at the time such expenses are incurred, unless the member of the Review Board 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 Review Board may be entitled but shall be in addition to such other rights.

8.3.9 Foundations and Improvements. Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility.

8.3.10 Construction Deposit. Prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a \$300.00 construction deposit payable to Audubon Trace Property Owners Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in Audubon Trace, "rutting" of any streets, ditches, rights of way, servitudes or other Lots in Audubon Trace caused by construction related vehicles, the spilling of concrete on any streets or other areas of Audubon Trace and any trash or debris dispensed in Audubon Trace. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit and said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. If no violations or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the improvements and landscaping.

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8.4 Restrictions on Improvements. All improvements on each Lot shall comply with the following restrictions:

8.4.1 Building Height and Garages. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2½) stories in height, with a private garage or carport for not less than two (2) cars and not more than three (3) cars, and other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos. Any parking pad shall be screened from the street with landscaping. If any part of a garage or carport faces a street, it must have an approved garage door.

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8.4.2

Building Size. Minimum allowed square footage of heated area of Dwelling Unit, exclusive of porches, breezeways and garages, shall be 1,900 square feet. For those Dwelling Units more than one story in height, the first floor shall contain a minimum square footage of heated area of Dwelling Unit, exclusive of porches, breezeways, and garages of 1,300 square feet.

8.4.3

Exterior Materials/Colors. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding, and not more than forty (40%) percent of the exterior may be wood or similar building materials. All painted exteriors must have at least two (2) coats of paint. Exterior colors samples, including siding, trim, brick, roof material, and colors should be submitted simultaneously to the Review Board with final plans or, at the latest, prior to black-in. Exterior colors, including siding, trim, brick, roof materials, and colors must be approved by the Review Board from the pre-determined selection of the Declarant. Any changes in exterior colors or materials must be approved by the Review Board, as must all changes to plans. The Review Board recommends the use of the pre-determined selections for color choices. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

8.4.4 Fireplace Material. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick or stucco. The top of the chimney must be covered by a chimney cap made of stucco, brick, copper or a dark galvanized metal. An exposed spark arrestor on a manufactured fireplace flue is not acceptable.

8.4.5

Fences. No fence shall be erected on a Lot beyond the front of the Dwelling Unit, and in no event beyond the front building setback line of that Lot. All fencing material must be brick, stone, stucco, wrought iron or brick and wood, unless otherwise approved by the Review Board. No chain link fences are permitted. No fence may exceed six (6) feet in height. Any fence erected parallel to the lake or the rear of a abutting a lake as shown on the Final Plat shall be located no closer than ten (10) feet from the water's edge and be no more than three (3) feet in height unless approved in advance by the Review Board. Fences that are perpendicular to the lake on the Lots abutting a lake as shown on the Final Plat must taper down to three (3) feet high at the rear property corner, starting back from twenty (20) feet from the corner. Fences facing a street must have the finished side of the fence facing the street. No support or brace boards of a fence may face the street.

8.4.6 Driveways. The driveway shall be constructed of brick, stone or concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted.

8.4.7 Roof Pitch. The minimum roof pitch shall be 7/12. Asphalt roofing shingles shall be approved by Review Board.

8.4.8 Ceiling Height. All residences shall be constructed with at least eighty (80%) percent of the ceiling on the ground floor to be not less than nine (9') feet high.

8.4.9 No Garage Apartments. No garage apartment shall be built on any Lot.

8.4.10 Servitudes. Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Final Plat. The servitude area on each Lot shall be maintained continuously by the Owner of the Lot.

8.4.11 Underground Utilities. This subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by Declarant. Electric service from the electric distribution system to each residence shall be underground.

8.4.12 Satellite Dishes. No antennas or satellite dishes larger than twenty inches (20") in diameter shall be allowed unless approved by the Review Board. Any satellite dish permitted herein, shall not be visible from any street.

8.4.13 No Window Units. Window and wall air conditioning units are expressly prohibited.

8.4.15 Storage Sheds. Storage sheds must be attached to the home or garage and shall be constructed of the same materials as the residence. No prefab, free-standing structures shall be permitted.

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8.5 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Audubon Trace on file with the Department of Public Works of Livingston Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Owners. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

8.6 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within nine (9) months following the pouring of the foundation for that building. If such Improvements are not completed within the time period specified in this section, then the Owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance.

8.7 Fill to Lot. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

8.8 Combination of Lots. Subject to the approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered, for the purpose of this Declaration, as one Lot.

8.9 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a street without obtaining the consent of the Review Board and of two-thirds (2/3) of the Lots on the affected street.

8.10 Outside Lighting, Etc. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final.

8.11 Landscaping. The following landscaping shall be completed within sixty (60) days after issuance of a certificate of occupancy for the Dwelling Unit: (a) the front yard (and side yard facing the street if a corner Lot) must be completely sodded with centipede or equal; (b) the Lot must have raised and planted plant beds along any side of the Dwelling Unit facing a street; and (c) at least two (2) trees must be planted on the Lot, each tree to be at least two inches (2") in diameter, measured three feet (3') above the ground, and at least five feet (5') tall. Any Owner who does not timely complete said landscaping shall pay a fine of \$300 to the Association for each thirty (30) day period the landscaping is delayed beyond the above required deadline. Such amount shall be considered an Assessment and may be enforced in accordance with Article 7.

8.12 Mailboxes. All mailboxes must be of the same design, material and paint color as approved by the Review Board. Specifications, prices and place of purchase will be provided and must be approved by the Review Board before installation.

amended
8.13 Grade Elevation. The minimum finished grade of elevation of any residence or permanent structure constructed within the Property shall be as required by the City/Parish Department of Public Works.

8.14 Parking of Mobile Homes, Vehicles and Commercial Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot covered by this Declaration is prohibited. A motorboat, recreational vehicle (RV) or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept on any Lot only if kept completely hidden from view of the street, and only if housed completely within a structure which has been approved by the Review Board or only if the location on the Lot has been approved by the Review Board in advance. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets.

8.15 No Signs. No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board or its agents.

8.16 No Noxious Activity. 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 of Lots. No offensive or unlawful use shall be made of any Lot, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

8.17 Landscaped Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board.

8.18 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7.

8.19 Responsibility for Lakes. The Association shall be responsible for the maintenance of all lakes in Audubon Trace, except as provided herein. The Owners of Lots abutting a lake shall be responsible for properly landscaping and maintaining such portion of the lake and frontage adjacent to their Lot, including without limitation planting grass sod on the banks, mowing and keeping the banks free from weeds and the control of erosion. In default, the Review Board may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorney fees. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7.

8.20 Boats on Lake. There shall be no motorized boats allowed, stored or operated on the lake.

8.21 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the property, provided that up to three (3) generally recognized house pets may be kept in a Dwelling Unit; provided, however that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Property upon ten (10) days after delivery of written notice from the Board of Directors. Such pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

amended **8.22 Building Setbacks.** Unless approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances or regulations), no residence, building or structure, or part thereof, of any kind shall be located nearer than eight feet (8') to any Lot boundary, unless a greater distance is shown on the Final Plat, except that the front minimum building setback line for all Lots shall be thirty five feet (35'). The rear minimum setback line shall be fifteen feet (15').

Article 9 Miscellaneous

9.1 Right of Amendment. The Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in Livingston Parish, Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the subdivision.

9.2 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2030, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

9.3 Amendment of Declaration by Owners. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, 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 the 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 duly constituted meetings. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the subdivision.

9.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other Amendment of this Declaration shall not be effective unless Declarant has

given its written consent to such amendment or repeal, which consent may be evidenced by the execution of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate at such time as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

9.6 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure, default on payment or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency pro-rated among all Owners of the Association.

9.5 Enforcement by Self-Help. Declarant or the Association or any authorized agent or other of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

9.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

9.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

9.9 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

9.10 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

9.11 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

9.12 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability of partial invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.13 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

9.14 Captions for Convenience. The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

9.15 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Area, together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

9.16 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

S Lazy S Development Company, L.L.C.

Kelly M. Lechner

By: Sylvia S. Duke
Sylvia S. Duke, Managing Member

A. E. Duke

[Signature]
NOTARY PUBLIC