

ORIG: 963 BNDL: 12870
2/20/2018 4:24:57 PM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

BY 
DEPUTY CLERK AND RECORDER

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR LEXINGTON ESTATES COMMUNITY**

AND

**SEVENTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
LEXINGTON ESTATES COMMUNITY**

BEFORE ME, the undersigned Notary Public, duly authorized and in the presence of the undersigned witnesses, came and appeared:

LEXINGTON LAND DEVELOPMENT, L.L.C., a Louisiana limited liability company, represented herein by its duly authorized member, Flores Nicholson, L.L.C., a Louisiana limited liability company, represented herein by its duly authorized member Gregory D. Flores ("**Lexington Land**"); and

LEXINGTON II-A, L.L.C., a Louisiana limited liability company, represented herein by its duly authorized manager, Gregory D. Flores ("**Lexington II-A**");

who did declare as follows:

Lexington Land and Lexington II-A are the Declarants/ Developers in the following declarations which are recorded with the Clerk of Court and Recorder of Mortgages for the Parish of East Baton Rouge, Louisiana: "Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 298, Bundle 11893; "Amendment to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 930, Bundle 11896; "Second Amendment to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 96, Bundle 11898; "Declaration of Protective Covenants and Restrictions for Lexington Estates, Second Filing, Part A and Amendment to Declaration of Protective Covenants for Lexington Estates Community" recorded at Original 276, Bundle 12450; "Second Amendment to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 824, Bundle 12470; "Act of Correction to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 676, Bundle 12644; "Act of Correction to Declaration of Protective Covenants and Restrictions for Lexington Estates, Second Filing, Part A" recorded at Original 677, Bundle 12644; "Declaration of Protective Covenants and Restrictions for Lexington Estates, Second Filing, Phase A, Part II and Fifth Amendment to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 679, Bundle 12644; and "Declaration of Protective Covenants and Restrictions for Lexington Estates, Third Filing, and Sixth Amendment to Declaration of Protective Covenants and Restrictions for Lexington Estates Community" recorded at Original 687, Bundle 12730 (collectively referred to herein as the "**Existing Declarations**").

It is the intention of Lexington Land and Lexington II-A to consolidate, amend and restate in their entirety, all of the Existing Declarations as set forth in this Declaration.

And now, in order to establish, execute and maintain a general and uniform plan governing building standards and specified uses as follows:

The Lots shown and/or to be shown on each Final Plat together with all Common Areas (as hereinafter defined) and streets, roads, utility systems, drainage systems that are not publicly dedicated, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time installed and existing all as shown on each Final Plat shall be collectively referred to herein as the "Property" and shall be governed by this amended and restated Declaration.

WHEREAS, in order to establish, execute and maintain a general and uniform plan governing building standards and specified uses and the improvement, development, sale, use and enjoyment of the Property, Lexington Land and Lexington II-A do hereby declare, adopt and establish certain restrictions and covenants which shall hereafter affect the Property; and

WHEREAS, Lexington Land and Lexington II-A desire to provide for the preservation and enhancement of the value of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Lexington Land and Lexington II-A have previously caused to be incorporated, under the laws of the State of Louisiana, the Lexington Estates Homeowner's Association, Inc., a nonprofit corporation, for the purpose of exercising the aforesaid functions; and

WHEREAS, Lexington Land and Lexington II-A have deemed it desirable for the efficient preservation of the values, administration and management of the Property to delegate and assign and does hereby delegate and assign the powers of owning, maintaining and administering the Common Areas and administering and enforcing this Declaration and collecting and disbursing the assessments and charges hereinafter created to the Lexington Estates Homeowner's Association, Inc.:

NOW, THEREFORE, for and in consideration of the benefit to be derived by Lexington Land and Lexington II-A, and each subsequent owner of the Property, Lexington Land and Lexington II-A do hereby declare, adopt, establish amend and restate the Existing Declarations in their entirety as set forth herein:

ARTICLE I DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such term.

(a) **"Additional Property"** shall mean any additional property made subject to the provisions of this Declaration from time to time by amendment hereto, recorded in the Records of the Clerk of Court in and for the Parish of East Baton Rouge, Louisiana. Additional Property shall include, but shall not be limited to, Tract 1-A-1-A-1-B-1-A, Tract 1-A-1-A-1-B-1-B, Tract 1-A-1-A-1-B-1-C, and Tract D-1-A as shown on the "Map Showing the Subdivision of Tracts 1-A-1-A-1-B-1, D-1, D-2-A, & D-3 Lexington Estates into Tracts D-1-A, 1-A-1-A-1-B-1-A, 1-A-1-A-1-B-1-B, Tract 1-A-1-A-1-B-1-C Located in Section 45, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Lexington Land Development, LLC", which map is recorded with the Clerk of Court and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 914, Bundle 12815.

(b) **"Architectural Control Committee"** or the **"Committee"** shall mean and refer to the Lexington Architectural Control Committee, a group of people appointed by Lexington Land (until the Declarants no longer own any Lots, Dwellings or Additional Property) to review, administer and enforce this Declaration, and to establish the Builders Guideline Manual that sets forth minimum standards of design for homes and other improvements to be constructed within the Lexington Estates Community.

(c) **"Articles"** shall mean the Articles of Incorporation of the Lexington Estates Homeowner's Association, Inc.

(d) **"Association"** shall mean the Lexington Estates Homeowner's Association, Inc.

(e) **"Board"** shall mean the Board of Directors of Lexington Estates Homeowner's Association, Inc.

(f) **"By-Laws"** shall mean the By-Laws of the Lexington Estates Homeowner's Association, Inc.

(g) **"Common Area" or "Common Areas"** shall mean all immovable and movable property designated by Declarant as Common Area on a Final Plat now owned by Declarant or hereafter owned by the Association, or vested in the Association, by and through the predial servitudes established herein, created for the common use and enjoyment of the Owners, including but not limited to:

(1) Tracts A, B, C, D, L, N, and Z as shown on the "Final Plat Of Lexington Estates, First Filing, Lots 1 Thru 144 (Inclusive) & Tracts 'A', 'B', 'C', 'D', 'L', 'M', 'N', 'O', 'Z', & '1-A', Being A Subdivision Of Tract 1, T.M. Hoffman Property, Located In Section 45, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana, For Lexington Land Development, L.L.C." and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 563, Bundle 11892;

(2) Tract "J" as shown on the "Final Plat Of Lexington Estates, 3rd Filing (Lots 203–250 Inclusive, Tract 'D-3') 'Tract 1-A-1-A-1-A-1', Located In Section 45, T8S-R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, For Lexington Land Development, LLC" and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 514, Bundle 12726;

(h) "**Common Expenses**" shall mean the actual and estimated expenses of maintaining, repairing and replacing the Common Areas together with the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses; any expense of the Association for which proposed assessments may be levied under these Restrictions.

(i) "**Community-Wide Standard**" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Lexington Estates Community as determined by the Board.

(j) "**Declarant**" shall collectively mean and refer to the Lexington Land Development, L.L.C. and Lexington II-A, L.L.C. The Existing Declarations also refer to the Declarant as "Developer".

(k) "**Dwelling**" shall mean any improved property intended for use as a single-family detached dwelling or as a townhouse, condominium unit, or courtyard home, whether detached or attached, located in the Subdivision. All Dwellings shall be considered Structures, as defined herein.

(l) "**Final Plat**" shall mean, individually and collectively, those certain final plats of Lexington Estates Community, approved by the City of Baton Rouge, Parish of East Baton Rouge and reflecting the Lots for each filing within the Lexington Estates Community and which are recorded in the official public records of the Parish of East Baton Rouge, Louisiana, including but not limited to the following:

(1) "Final Plat Of Lexington Estates, First Filing, Lots 1 Thru 144 (Inclusive) & Tracts 'A', 'B', 'C', 'D', 'L', 'M', 'N', 'O', 'Z', & '1-A', Being A Subdivision Of Tract 1, T.M. Hoffman Property, Located In Section 45, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana, For Lexington Land Development, L.L.C." and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 563, Bundle 11892;

(2) "Final Plat Of Lexington Estates, Second Filing, Phase A, Part 1, Being Lots 145 Thru 168 (Inclusive), Tract 1-A-3-A-1 & Tract 1-A-2-A; A Subdivision Of Tract 1-A-3-A & Tract 1-A-2 of the T.M. Hoffman Property, Located In Section 45, T8S-R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, For Lexington Land Development, L.L.C." and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 902, Bundle 12448;

(3) "Final Plat Of Lexington Estates, Second Filing, Phase 'A', Part II (Lots 169–202 Inclusive, Tract 'D-1' & Tract 'D-2') 'Tract 1-A-3-A-1', Located In Section 45, T8S-R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, For Lexington II-A, LLC" and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 379, Bundle 12632;

(4) "Final Plat Of Lexington Estates, 3rd Filing (Lots 203–250 Inclusive, Tract 'D-3') 'Tract 1-A-1-A-1-A-1', Located In Section 45, T8S-R1E, Greensburg Land District, Parish of East Baton Rouge, State of Louisiana, For Lexington Land Development, LLC" and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana at Original 514, Bundle 12726.

(m) "**Guest(s)**" shall mean, without limitation, any Person who is a tenant of any Dwelling, any visitor, patron, or guest who enjoys any of the amenities of the Lexington Estates Community.

(n) "**Living Area**" shall mean enclosed and covered areas within a Dwelling, that is mechanically heated and cooled, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, and attics.

(o) "**Lot(s)**" shall mean all lots as shown on each Final Plat. A parcel of land is considered to be a Lot, rather than a Dwelling, until improvements constructed thereon are substantially completed to reasonably permit habitation. Upon such completion, such parcel and the improvements thereon are to be considered a Dwelling or a Structure, as applicable. Lots currently include Lots 1-144 (First Filing), 145-168 (Second Filing, Phase A, Part 1), Lots 169–202 (Second Filing, Phase A, Part II) and Lots 203–250 (Third Filing).

(p) "**Master Pool Association**" shall mean an association or other legal entity formed and designated by the Declarant (such as Lexington Clubhouse Association), which may own, lease, review, manage, administer and enforce this Declaration and establish the Rules and Regulations that will govern certain recreational facilities.

(q) "**Mortgage**" shall mean and refer to a credit sale, mortgage or other similar security instrument granting, creating, or conveying a lien upon, or a security interest in a Lot.

(r) "**Mortgagee**" shall mean and refer to the holder of a Mortgage on a Lot.

(s) "**Manual**" shall mean the Builders Guideline Manual for the Subdivision, established by the Committee, which details and describes the minimum standards of design for Dwellings, Structures and other improvements, together with regulations and restrictions with respect to site preparation and landscaping and is binding upon all Owners, including all amendments thereto made from time to time.

(t) **"Owner(s)"** shall mean the record owner(s), whether one or more Persons, of the fee simple title to any Lot.

(u) **"Person(s)"** shall mean a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(v) **"Property"** shall collectively mean all Lots shown and/or to be shown on each Final Plat together with all Common Areas, including streets, roads, utility systems, and drainage systems that are not publicly dedicated, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time installed and existing.

(w) **"Restrictions"** shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document, as may be amended and corrected from time to time.

(x) **"Structure(s)"** shall mean: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Dwelling, building or part thereof, garage, porch, gazebo, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, pool enclosure, bathhouse, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches.

(y) **"Subdivision"** and **"Lexington Estates Community"** shall mean the Property, any additions thereto by amendment to this Declaration, and all improvements located or constructed thereon.

(z) **"Violator(s)"** shall mean a Person, whether natural or juridical, who does not adhere to the protective covenants, conditions and restrictions set forth in this Declaration, the Manual or the rules and regulations promulgated by the Association.

(aa) **"Waterway(s)"** shall mean all lakes, ponds streams and waterways in the Lexington Estates Community.

ARTICLE II PLAN OF DEVELOPMENT

2.01 Plan of Development of Property. The dimensions and setback lines of the Lots are shown on each Final Plat. Additional minimum building setback lines for each Lot shall be set forth in the Manual. The Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot, Dwelling or Additional Property, to add Additional Property to the Subdivision, to make improvements and changes to all Common Areas, and

to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwelling owned by Declarant or of the Common Areas, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, (iv) changes in the boundaries between any portion of the Property owned by Declarant and any portion of the Additional Property, and (v) installation of refuse facilities.

2.02 Plan of Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time Additional Property to the provisions of this Declaration and thereby to cause the Additional Property to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions and limitations which are the only conditions and limitations on such option to add Additional Property to the Subdivision.

(a) The option may be exercised from time to time for a period of **twenty (20) years** from the date of this Declaration; provided, however, the Declarant reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such twenty (20) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

(b) The Additional Property may be added to the Subdivision at different times, and there are no limitations fixing the boundaries or sizes of lots or of those portions, or regulating the order, sequence, or location in, which any of such portion may be added to the Subdivision. The exercise of the option to submit Additional Property to this Declaration shall not bar the further exercise of this option to add more property.

(c) If Additional Property is added to the Subdivision, the Lots developed therein and the Structures constructed thereon may be developed in the sole discretion of Declarant and such development may include, mixed use or commercial use.

(d) Should the option to add Additional Property not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, Declarant shall not be obligated to impose on the Additional Property any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

(e) The option reserved by Declarant to cause Additional Property to become part of the Subdivision shall in no way be construed to impose upon Declarant any obligation to add any Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever.

(f) Declarant may use the Property and any Additional Property for development and shall have full use of all Structures located thereon for temporary or permanent housing, social and business entertainment, business conferences and seminars, or related uses.

2.03 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee shall take title, or hold such security interest with respect thereto, with notice of the plan of development as herein set forth.

2.04 Amendments Necessitated by Adding Additional Property. At such time as Declarant amends this Declaration to add any Additional Property, if Declarant exercises its right to do so, Declarant shall set forth whether or not all of the restrictions, covenants and conditions contained herein shall apply to the Additional Property, in Declarant's sole discretion, and Declarant may add, delete or modify any additional restrictions, covenants and conditions to this Declaration, by amendment hereto, to apply to the Additional Property, in Declarant's sole discretion.

ARTICLE III PROPERTY RIGHTS

3.01 General. Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the running of utilities, drainage or other services to a Lot or Dwelling lie partially within and partially outside of the designated boundaries of the Lot or Dwelling, any portions thereof which serve only such Lot or Dwelling shall be deemed to be a part of such Lot or Dwelling and any portions thereof which serve more than one Lot or Dwelling, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of a Lot or Dwelling ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided from any dimensions other than those shown on the Final Plat, and, except as provided in Sections 2.01 and 3.07 hereof, the boundaries of Lots shall remain as established by each Final Plat. However, with the written consent of the Committee, an Owner may add a portion of another Lot to one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or to a contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Final Plat without the consent of the Committee and of Declarant as long as Declarant has the option to add Additional Property pursuant to Section 2.02. Any resubdivision of any Lots must be approved by the Committee and by the appropriate governing authority within the parish where the Property is located.

3.02 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of this Declaration are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established by each obligation, covenant, restriction

and servitude. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations and servitudes set out herein, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of this Declaration to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that this Declaration is intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by this Declaration including, without limitation, those portions of which may be deemed or determined to be vague or indefinite.

3.03 Owner's Servitude of Enjoyment. Subject to rights of the Declarant and the provisions of this Declaration and the rules, regulations, assessments, fees, and charges from time to time established by the Board, every Owner, his family and Guest(s) shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

(a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the services authorized herein, and, subject to the provisions of this Declaration, to give as security for the payment of any such loan a Mortgage covering all or any portion of the Common Areas; provided, however, that the Mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, servitudes, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) The rights and servitudes reserved to Declarant as set forth in this Declaration.

(c) The right of the Association to grant and accept servitudes as provided herein and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that such transfer of the fee simple title must be approved by the Members at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

(d) The rights and servitudes reserved in Section 3.10 hereof for the benefit of the Association, its directors, officers, agents, and employees.

(e) The rights and servitudes reserved in Section 3.12 hereof for the benefit of the Additional Property.

(f) This servitude of use insofar as it affects any lake located within the Property shall be limited to Owners of Lots or Dwellings abutting such lake. Swimming and the use of any water craft is not allowed on any Waterway. Fishing is only allowed as set forth in this Declaration.

3.04 Recreational Facilities. It is anticipated that the Master Pool Association (such as Lexington Clubhouse Association) will own and construct certain recreational facilities, which may include a pool house, clubhouse and tennis courts. In the event that such construction occurs, the Master Pool Association intends to enter into a non-exclusive lease of such recreational facilities with the Association. The lease will require the Association to pay monthly rent in an amount equal to \$35.00 per month for each lot (including the Lots) shown on the Final Plats of the Lexington Estates development, which amount shall increase to \$55 per month for each lot (including the Lots) following the date that a certificate of occupancy is obtained from the clubhouse, but excluding any lots owned by Greg Flores, Declarant or their affiliated entities. The monthly rent payable by the Association shall be included in the annual assessments levied on each Lot by the Association.

(a) All Owners, by accepting title to Lots, and their respective guests, agree to abide by the Rules and Regulations that apply to the recreational facilities. Each Owner hereby agrees to indemnify, defend, and hold the Master Pool Association, Lexington Clubhouse Association, Lexington Land Development, L.L.C., Lexington II-A, L.L.C., Greg Flores, and their respective members, managers, officers, agents, consultants and employees harmless from and against any and all claims, damages, liabilities, judgments, losses and expenses, including but not limited to attorneys' fees, court costs and litigation expenses, arising out of, resulting from, or in connection with (i) the use of the pool, pool facilities, tennis courts, clubhouse, and recreational amenities (collectively "Facilities"); (ii) any failure to comply with the Rules and Regulations; and (iii) loss of life, personal injury, sickness and/or property damage in connection with the Facilities. The obligation to indemnify, defend and hold harmless shall apply regardless of any negligence or misconduct by the Master Pool Association, Lexington Clubhouse Association, Lexington Land Development, L.L.C., Lexington II-A, L.L.C., Greg Flores, and their respective members, managers, officers, agents, consultants and employees.

(b) This Section shall not be deemed a warranty or obligation for the Declarant or Master Pool Association to construct any recreation facilities. It is the intent of Declarant to obtain rent pursuant to the lease in lieu of any "one time" fees referened in the Existing Declarations.

3.05 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and

egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision from time to time. In order to provide such access, Declarant, subject to the terms and provisions of these Restrictions and the rules, regulations, fees and charges from time to time established by the Board, does hereby grant unto the Owners of any Lot or Dwelling a non-exclusive servitude of passage over those streets, sidewalks and/or pedestrian paths in the Subdivision, and the streets, sidewalks or pedestrian paths designated on subsequent plats of Additional Property. There is reserved the option unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically monitored gates or security systems controlling vehicular access to and from the Subdivision, or any portion thereof.

3.06 Servitudes for Declarant. During the period that Declarant owns any Lot, Dwelling or Additional Property, or has the unexpired option to add Additional Property to the Subdivision, Declarant shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing Structures, Dwellings and other improvements in and to the Lots and Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by these Restrictions or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Dwelling or Additional Property or has the right to submit any Additional Property, Declarant shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right as to unreasonably interfere with the right of Owners to the use of the Common Areas.

3.07 Changes in Boundaries: Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots or Dwellings, and owned by Declarant, provided that any such change or realignment of boundaries shall be evidenced by a revision of or an addition to the Final Plat which shall be recorded with the Clerk of Court of East Baton Rouge Parish, Louisiana. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any Additional Property. Furthermore, the Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use, such other portion of the Subdivision owned by Declarant as it, in its sole discretion, shall choose.

3.08 Servitudes for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from East Baton Rouge Parish, the State of Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided however, that for so long as Declarant owns any Lot or Dwelling or has the unexpired option to add Additional Property to the Subdivision, the Board of Directors must obtain the written consent of the Declarant prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. Such servitudes are shown on each Final Plat and in no case shall be less than fifteen (15') feet. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier or services, with respect to the portions of the Subdivision so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Declarant hereby grants to East Baton Rouge Parish or other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.09 Servitudes for Walks, Trails, Signs and Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land fifteen (15') feet in width located along and contiguous to those boundaries of Lots which are contiguous to streets and roads and other areas as shown on each Final Plat, for the installation, maintenance, and use of sidewalks, walking trails, traffic directional signs, and related improvements, provided that Declarant shall have no obligations to construct any such improvements. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and servitude upon, over, and across those strips of land fifteen (15') feet in width located along those boundaries of all Lots and Dwellings that constitute part of the perimeter boundary of the Subdivision, such servitude to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Subdivision, provided that Declarant shall have no obligation to construct any such perimeter wall or fence. As Additional Property is added to the Subdivision, Declarants may unilaterally revoke the fifteen (15') foot perimeter

servitude if, after submission of such Additional Property to the Subdivision, a Lot or Dwelling is no longer part of the perimeter boundary of the Subdivision.

3.10 Servitudes for Association. There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, or Structure or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice.

3.11 Sales and Construction Offices. Notwithstanding any provision or restriction herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns, the alienable and transferable right and servitude in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Common Areas, or the Additional Property, for so long as Declarant owns any Lot, Dwelling or Additional Property or has the unexpired option to add Additional Property to the Subdivision. The servitude provided in this paragraph shall terminate with respect to any Lot or Dwelling only with respect to such Lot or Dwelling, upon the sale of such Lot or Dwelling by Declarant to a third party.

3.12 Servitudes for Additional Property. There is hereby reserved to Declarant, and its successors and assigns, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Property: (i) a perpetual, non-exclusive right and servitude for pedestrian and vehicular ingress, egress, and parking, across, within, and on, all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas, or within servitudes serving the Common Areas; (ii) the installation, maintenance, repairs, placement, and use within the Common Areas encumbered pursuant to Section 3.07 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Property.

3.13 Maintenance Servitude.

(a) Subject to the terms of Section 5.03 hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weed stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

(b) There is hereby further reserved unto Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude over and across that portion of any Lot within fifteen (15') feet of the edge of any Waterway, for the purpose of maintaining or improving such Waterway.

3.13 Environmental Servitude. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides. Declarant expressly reserves the right to transfer or establish such environmental servitudes as may be necessary to comply with environmental rules, regulations, and procedures from time to time promulgated or instituted by any governmental entity or environmental regulatory agency.

ARTICLE IV ASSOCIATION MEMBERSHIP AND ASSESSMENTS

4.01 Purpose and Duties. The Association shall enforce this Declaration, promote Lexington Estates Community activities, prepare and maintain accurate budgets, assess and collect assessments, provide maintenance to Common Areas and have such other duties and rights as set forth in the Articles and By-Laws of the Association. The Association shall also enforce the protective covenants, conditions and restrictions in this Declaration and shall cooperate with the Committee in upholding the Community-Wide Standard as it pertains to the architectural criteria and design guidelines of the Manual. The Association or the Board may delegate this authority as it deems appropriate.

4.02 Membership. Every Owner shall be deemed to have a membership in the Association under such restrictions as set forth in this Declaration, the Articles and the By-Laws. In the event that ownership of a Lot is transferred, or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificate or other evidence of such membership. Each Owner, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of these Restrictions as provided herein. The Association shall have such classifications of membership as provided in the Articles and By-laws.

4.03 Board of Directors/Powers and Assessments. The Board of the Association shall have the following powers, together with those as set forth in the Articles and By-Laws, including and specifically the following:

(a) Power of Assessments. The Board shall have the, power and authority to impose assessments or fees on all Lots and Owners. Any such assessment or fee levied by the Board shall be used for promoting the health, safety, pleasure and welfare of the Owners, Members or Guests and for the costs and expenses incidental to the operation of the

Association, including without limitation, the maintenance and repair of the Common Areas and the improvements thereon, if any, the repair and replacement of improvements on the Common Areas, payment of all taxes, insurance premiums and all costs of expenses incidental to the operation and administration of the Association, the construction, maintenance, repair, lease and operation of any recreational facilities (if so designated by the Declarant), and establishment and maintenance of a reasonable reserve fund or funds.

(b) Creation of the Lien and Personal Obligation Assessments. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments which may or shall be levied by the Association, and (ii) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon at the rate of fifteen (15%) percent per annum and costs of collecting thereof, including reasonable attorney's fees (collectively "assessments"), shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall pass, jointly and in solido from such prior Owner, to the Owner's successors-in-title. Failure of any Owner to pay either an annual assessment or a special assessment shall constitute a lien and/or privilege on the Owner's respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.

(c) Computation of Annual Assessments. It shall be the duty of the Board at least fifteen (15) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses and costs of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget of the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The assessments shall be equally divided among the Lots. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Declarants, so long as the Declarants are an Owner of a Lot, Dwelling or Additional Property, or (ii) a vote of a majority of the Owners voting at such meeting only in the event the Declarants no longer own a Lot, Dwelling or Additional Property. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of an additional assessment.

(d) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement(s) upon the Common Area(s), including fixtures and personal property related thereto.

(e) Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots as applicable, and may be collected on a monthly, quarterly or semi-annual basis or in a lump sum at the discretion of the Association.

(f) Payment of Assessments. The assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. All Owners of Lots shall be responsible for annual and special assessments. The Declarant shall only be responsible for paying assessments on Lots owned by the Declarant to the extent that a deficit exists between assessments collected and the annual budget, provided the Declarant has approved the annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

4.04 Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with late charges, collection fees and service charges (hereinafter defined in subparagraph (c)), and interest thereon at the rate of fifteen (15%) percent per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Board on behalf of the Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment shall remain his personal obligation and shall not extinguish upon transfer of the Lot to his successors-in-title. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Board on behalf of the Association is hereby granted permission and authority to provide, at its sole option, written notification to the holder(s) of the mortgage on the lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) If any assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any assessment remains unpaid. Should any annual or special assessment be payable in installments, the Association is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount as established by the Board. A service charge may be imposed as established by the Board.

(d) If any assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate of fifteen (15%) percent per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

(e) The Association may, at its option, bring an action at law against the Owner personally obligated to pay any past due assessments or foreclose the assessment lien through judicial foreclosure. There shall be added to the amount of such assessment all costs incurred in such action, including attorneys' fees and in the event a judgment is obtained, such judgment shall include interest as set forth herein and reasonable attorneys' fees, together with court costs. Each Owner expressly vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of assessments herein. The assessment lien and the right to conduct a foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid assessments as above provided.

(f) No action shall be brought to foreclose the assessment lien unless a notice of assessment lien is delivered to the Owner, by personal delivery or deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot, and a copy thereof is recorded by the Association with the Clerk of Court of East Baton Rouge Parish, Louisiana. The notice of assessment lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid assessments at the maximum legal rate, attorneys' fees incurred by the Association in collecting the amounts due, late charges, collection fees and expenses of collection in connection with the debt, all of which shall be secured by the assessment lien), and the name and address of the Association.

(g) Any such sale provided for above is to be conducted in accordance with law. Each Owner, by accepting or having accepted a deed to a Lot, expressly grants to the Association the authority to foreclose. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.05 Annual Assessment. Annual assessments shall be determined by the Board and paid at such times as determined by the Board.

4.06 Enforcement. Enforcement of these Restrictions shall be by a proceeding initiated by any Owner or by the Association, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or

both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity. Failure by the Association or any party to enforce any violation hereof shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the party seeking to enforce these Restrictions shall be entitled to recover reasonable attorneys' fees from such Violator. With respect to any litigation brought against the Board or the Association arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them. Enforcement of these Restrictions is not intended to hold up the closing of any sale of any Lot. Instead, enforcement shall be achieved solely by civil remedies.

4.07 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to completion of the work necessary to cure any violation of this Declaration or the Manual, the Board shall have the power and authority to impose upon that person a reasonable fine (the "**Violation Fine**") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority to impose another Violation Fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the rate of fifteen (15%) percent per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

4.08 Prevention of Use of Common Areas and Amenities. In addition to all other rights granted herein to the Board and the Committee for the purpose of carrying out these Restrictions, the Board may, upon its own motion or by request from the Committee, prevent any Owner and their Guests from using any common amenity or facility if the Owner fails to pay assessments after notice from the Board that assessments owed by the Owner are past due for, at minimum, thirty (30) days or if the Owner otherwise violates this Declaration.

4.09 Mortgages Protected. Violation of any part of these Restrictions shall not defeat or render invalid a Mortgage made in good faith for value as to any Lot, provided that such Mortgage shall be subordinate to these Restrictions.

4.10 Acceptance. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to these Restrictions and the jurisdiction, rights and powers of the Board and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in these Restrictions.

ARTICLE V ADMINISTRATION

5.01 Common Area Ownership. To the extent not previously transferred the Common Areas, Declarant hereby quitclaims all of its right, title and interest in and to the Common Areas to the Association. The Common Areas are transferred in their "as is, where is" condition, without any warranties of condition or as to fitness whatsoever, and subject to all servitudes and restrictions of record.

5.02 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in these Restrictions, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions thereof.

5.03 Duties and Powers. The duties, powers and privileges of the Association shall be those set forth in this Declaration and in the Articles and By-Laws, or by law. The Association shall have the specific right to establish security measures, including the private gating of all or any part of the Lexington Estates Community, as it determines to be in the best interest of the Subdivision. Notwithstanding the foregoing or any other provision of these Restrictions to the contrary, for so long as Declarant shall own any Lot, Dwelling or Additional Property or has the unexpired option to add Additional Property to the Subdivision, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

5.04 Agreements. Subject to the prior approval of Declarant, for so long as Declarant owns a Lot, Dwelling or Additional Property or has the unexpired option to add Additional Property to the Subdivision, all agreements and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Subdivision; and in performing its responsibilities hereunder, the Association, through its Board, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Subdivision, whether such personnel are employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by these Restrictions, by the Articles or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such manner as the Board may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board may hire

and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision or the enforcement of these Restrictions, the Articles, the By-Laws, or the rules and regulations of the Association as may be established by the Board.

5.05 Personal Property and Immovable Property for Common Use. The Association may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the net proceeds thereof shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually mortgaged, pledged assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

5.06 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings and Common Areas, which rules and regulations shall not be inconsistent with the rights and duties established by these Restrictions.

5.07 Indemnification. The Association shall indemnify and defend every officer or director of the Association against any and all expenses, including court costs and reasonable attorneys fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred (regardless of whether a breach of a fiduciary duty is alleged and regardless of whether a conflict of interest is alleged). The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or director may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE VI MAINTENANCE

6.01 Responsibilities of Owners. Unless specifically identified herein or in any amendment hereto, all maintenance and repair of Lots, Dwellings and Structures, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot, Dwelling or Structure shall be the responsibility of the Owner of such Lot, Dwelling or Structure. Each Owner shall be responsible for maintaining his Lot, Dwelling or

Structure in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Structures and all lawns (cut to a maximum height of six (6") inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section 6.02(a) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of a Structure or the landscaping, grounds, or other improvements within a Lot unless such decoration change, or alteration is first approved, in writing, by the Committee as provided in this document and the Manual or do any work which, in the reasonable opinion of the Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto. The obligations of the Owner(s) pursuant to this Section VI shall be the personal obligation of the Owner.

6.02 Association's Responsibility. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements situated within the Common Areas; ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other Person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner that may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(a) Maintenance and Repairs. In the event that Declarant or the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family or Guests, and is not covered or paid for by insurance in whole or in part (including any deductible), then in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written

notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity: the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have five (5) days within which to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost (plus any applicable, fines, interest, etc.) shall be added to and become a part of the assessment to which such Owner and his Lot or Structure are subject and shall become a lien against such Lot or Structure. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

(b) Insurance and Taxes. The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board, but shall be at least Two Million Dollars (\$2,000,000.00) and shall name Declarant as an additional insured for so long as Declarant owns a Lot or Dwelling, and a certificate of insurance shall be furnished to Declarant.

(c) Insect and Mosquito Abatement. The Association is authorized, but not obligated, to implement and provide for an insect and mosquito abatement program for the Lexington Estates Community. The costs associated with such abatement programs shall be an expense of the Association and paid as a part of the assessments set forth in Section 4.03 hereof.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

7.01 Insurance.

(a) The Board shall have the authority to obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief.

(b) The Board shall have the authority to obtain and continue in effect a commercial general liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such liability policy shall provide such coverage as is determined to be necessary by the Board.

(c) The Board shall have the authority to obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other

types and any amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All insurance coverage obtained by the Board shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board; provided, however, that no Mortgagee of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or Mortgagees.

(f) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's agents, directors and officers, the Owners, and their respective families, servants, agents, and Guests.

(g) It shall be the individual responsibility of each Owner at his own expense to provide liability, property damage, and other insurance with respect to his own Lot and Dwelling. The Board may require all Owners to carry liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

7.02 Damage or Destruction to Common Areas. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. As used in this Section, repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling or has the unexpired option to add Additional Property, together with at least seventy-five (75%) percent of the Lot Owners shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 4.03 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the

Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly and safe condition.

7.03 Damage or Destruction to Lots or Dwellings. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings or, and in the further event that either the Owner of such Lot or Dwelling elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly and safe condition. Should an Owner elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner shall repair or rebuild such Lot, Dwelling or other improvements to substantially the same condition (unless new plans are approved by the Committee) as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of these Restrictions (including, without limitation, Article X hereof) and all applicable zoning and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

8.01 Powers and Duties. The Committee shall have the following powers and duties:

(a) The power and duty to review, administer and enforce the covenants and restrictions as set forth in this Declaration;

(b) The power and duty to establish the Manual that sets forth the minimum building setback lines on each Lot and the minimum standards of location and design for Lots and Structures to be constructed within the Lexington Estates Community;

(c) The power and duty to review all plans and specifications (the "Plans") and other applications submitted to the Committee, in such form as may be required by the Committee, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with external design and general quality with the existing standards of the Subdivision and the location of Structures with respect to all matters, including topography, finished ground elevation, environmental issues, and surrounding Structures;

(d) The power to allow variances from the covenants and restrictions set forth in this Declaration; and

(e) Any additional duties and powers that may be delegated to it by the Board.

To the extent necessary to carry out such purpose, the Committee shall have all the powers and duties to do each and every thing incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove setbacks, plans and specifications for any installation, construction or alteration of any Structure on any Lot. The powers of the Committee may be transferred to the Board by the Declarant prior to such time that Declarant sells the last of Declarant's Lots or Dwellings. If all members of the Committee resign subsequent to Declarant selling all of Declarant's Lots or Dwellings, without such rights being transferred by Declarant, then the rights of the Committee, granted in this Declaration and the Manual, shall be deemed automatically transferred to the Board.

8.02 Membership. The Committee consists of three (3) members who are appointed by the Declarant and serve at the pleasure of Declarant for so long as Declarant owns a Lot, Dwelling or Additional Property or has the unexpired option to add Additional Property. The Committee may authorize, by resolution of the Committee, any member or agent to exercise the full authority of the Committee with respect to any or all matters over which the Committee has authority.

8.03 Action of the Committee. The action of the Committee with respect to the matters properly before it shall be final and binding. Unless otherwise provided in the Manual, written notice of the decision shall, within five (5) days thereof, be given to any applicant.

8.04 Submission of Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials), unless the Plans for such Structure shall have been first submitted to and approved in writing by the Committee.

8.05 Fees. The Committee shall assess such fees, including a Plan review fee, inspection fee and construction damage fee, as may be set forth in the Manual.

8.06 Approval of Builders. All builders and landscapers shall be licensed and shall submit a copy of such License to the Committee prior to performing any work on any Lot. All builders and landscapers must go through the Committee approval process to become qualified to build a Dwelling on a Lot in the Subdivision. No work shall begin on any Lot until the Builder and/or Landscaper is approved by the Committee. The Committee's requirements for approval shall be set forth in the Manual.

8.07 Approval and Disapproval of Plans and Applications.

(a) The Committee shall have the right to approve or disapprove any Plan or application 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. Notwithstanding anything contained herein or in the Manual, the Committee may in its discretion approve or deny any proposed Plan or application for any reason set forth in this Declaration.

(b) Upon approval by the Committee of any Plans submitted pursuant to this Declaration, a complete copy of such Plans, as approved, shall be held for permanent record by the Committee (and transferred to the Board if the Committee is terminated) and a copy of such Plans bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any Plans for use in connection with any Lot or Structure shall not be deemed a waiver of the Committee's right, in its sole discretion, to disapprove similar Plans or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such Plans relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Plans and the Manual, as approved, and any conditions attached to any such approval.

(c) Neither Declarant nor any member of the Committee shall be responsible for or liable in any way for any defects in any portion of the Plans submitted for approval by the Committee, nor any structural defects in any work done according to such Plans submitted for approval to the Committee. Further, approval of Plans by the Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Declarant nor any member of the Committee shall be liable in damages or in any other respect to anyone submitting Plans for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or denial of any such Plans. By submission of such Plans to the Committee, every Owner releases and agrees to hold harmless and to defend Declarant and any member of the Committee from any such alleged liability, claim and/or damage.

8.08 Review. The Committee shall take action on any Plans or application submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Committee, if granted, together with any conditions imposed by the Committee, shall be made in writing and shall be returned to the applicant.

8.09 Right of Inspection. The Committee shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Restrictions and the Manual ("Inspection(s)"); and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An Inspection made by the Committee shall not be deemed to be a substitute inspection for any inspection

required by the Building Official for the Parish of East Baton Rouge or any Mortgagee but shall be considered an additional inspection.

8.10 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot otherwise than in accordance with the Plans approved by the Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been construction in violation of this Article and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction and/or impose a Violation Fine in an amount determined by the Association pursuant to Section 4.07 of this Declaration. Any costs and expenses, including attorneys' fees or management fees, incurred by the Committee in enjoining and/or removing any construction or improvements and the amount of any Violation Fine imposed under this Section shall be added to and become a part of the assessment against the Owner and his Lot.

8.11 Notice of Violation. The Committee shall provide written notice to the Owner by personal delivery or by deposit in the United States mail, certified receipt requested, or recognized overnight delivery service, setting forth in reasonable detail the nature of the violation under this Article VIII, the specific action or actions required to remedy the violation and the amount of any Violation Fine imposed by the Association as a result the violation under this Article VIII. If the Owner fails to take reasonable steps toward the required remedial action within ten (10) days after the mailing of the notice of violation, then the Committee shall have the right of abatement as provided in Section 6.02(a) of Article VI hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Committee, shall be entitled to seek equitable relief to enjoin such construction.

8.12 Renovations/Alterations. The Committee shall also have the right and authority to review and approve plans for renovations and/or alterations to Dwellings or Structures. All such plans shall be submitted to the Committee as provided for in Section 8.01. Review of plans for renovations and alterations shall include, but no be limited to, yard improvements, hardscape additions, in-ground pools, outdoor Jacuzzis and spas, fountains, bulkheads and decks.

8.13 Builder's / Contractor's Signs. A uniform contractor's job site sign may be adopted by the Committee. Arrangements for this sign may be made through the Committee with costs to be paid by the applicant. This is intended to present a neater building site, prohibit the nailing of signs on trees and scattered sub-contractor signs throughout the front portion of a Lot.

ARTICLE IX GENERAL RESTRICTIONS

9.01 Re-subdivision of Lots. Lots may not be resubdivided from any dimensions other than those shown on the Final Plat. This covenant shall not prohibit the use of more than one Lot for one Dwelling, with the approval of the Committee.

9.02 Building Location. In order to assure that the location of Structures will be harmonious, the Committee will provide Owners with a building envelope for each Lot so that the maximum view will be available to and from each Dwelling and that the Dwellings and Structures will be located with regard to the topography of each Lot, taking into consideration the location of other Structures, trees, Common Areas and other similar considerations. The Committee has the right to decide the precise site, location and orientation of all Structures, including setbacks, garages, driveways, swimming pools and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

9.03 Setbacks. In addition to any setbacks shown on the Final Plat, the Manual shall provide the front, rear and side minimum building setback lines for each Lot. Any request for a variance to the setback lines set forth in the Manual must be made in writing to the Committee prior to the commencement of construction.

(a) Side Yard Setbacks. To the extent that the Final Plat or Manual do not require larger setbacks, the setbacks for the side yards of Lots adjoining a Waterway shall be six (6') feet, and the setbacks for the side yards of Lots not adjoining a Waterway shall be five (5') feet.

9.04 Streets and Paths.

(a) Streets. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for street legal and state-licensed motorcycles for purposes of ingress and egress only.

(b) Walking Paths. Walking paths shall be used for walking, jogging and bicycling only.

9.05 Conservation of Wetlands. No disturbance of the soil or removal of vegetation or plant material is allowed in any wetlands area except by Declarant.

9.06 Boat Houses and Piers. Boat houses and piers are not allowed on Lots adjoining Waterways. Nothing shall be allowed to interfere with any Waterway.

9.07 Driveways. No driveway shall be constructed or altered on any Lot without prior written approval of the Committee in accordance with the Manual. All driveways must be completed upon the completion of the Dwelling.

9.08 Garages. All Lots shall have enclosed garages for the storage of vehicles. Garage doors must remain closed except to allow the exit or entry of vehicles. Carports are not permitted. Garage apartments are prohibited. Rear-facing garages are prohibited on Lots adjoining Waterways. No Dwelling shall have street facing garage doors without approval from the Committee. Garages shall be solely side-loading.

9.09 Parking. No vehicle shall be parked on any street or shoulder in front of Dwellings on a frequent, regular or permanent basis after construction of a Dwelling is completed. No vehicles may be parked on the neutral ground within a cul-de-sac. No

vehicles may be parked on any driving surface in any manner which blocks the driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under rules established by the Board. No vehicle of any kind shall be permitted to block driveways or hinder garbage and recycling pickup or hinder access by emergency vehicles.

9.10 Mailboxes and Dwelling Numbers. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be of a type other than the mailbox design established by the Committee, as set forth in the Manual.

9.11 Structures. All Structures must be approved in advance of construction thereof by the Committee.

9.12 Fences and Walls. All fence and wall locations, designs and details must be submitted to the Committee for approval, prior to construction, in accordance with the Manual. Gates are considered as parts of fences and gate details must also be submitted for approval.

(a) Lots on Waterways. Each Owner of a Lot located adjacent to a Waterway shall be required to install at his own expense, a first-class, four (4') foot wrought-iron fence with brick pier columns on the rear of his Lot along the adjoining Waterway, such that the fence maintains and preserves sight lines from adjacent Lots and Common Areas to the Waterway.

9.13 Tennis Courts or Sport Courts. Private tennis courts and sport courts are permitted only with the advance approval of the Committee as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.14 Pools, Spas and Hot Tubs. The design and location of pools, spas and hot tubs shall only be allowed with the approval of the Committee as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.15 Recreational Equipment. Playground equipment, swing sets and basketball goals may be allowed with the approval of the Committee as set forth in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.16 Occupancy. Except as provided below, each Lot must be fully landscaped prior to occupancy. Each Dwelling must be completed in accordance with the Plans and the Lot Owner must obtain approval from the Committee prior to occupancy, in accordance with the Manual. If an Owner is in violation of this restriction, in addition to other remedies set forth herein, the Owner shall forfeit all deposits and the Association shall impose a Violation

Fine in the amount of One Hundred Dollars (\$100.00) per day until the Owner is in compliance with this restriction.

An Owner may be granted an exception to this restriction by the Committee if within two (2) weeks prior to the date of occupancy there has been excessive rainfall which, in the sole judgment of the Committee, prevents the installation of landscaping.

9.17 Maintenance of Landscape. Each Owner shall be responsible for the maintenance of all landscaping on his Lot. Each Owner shall keep his Lot mowed and free of rubbish, trash, debris, noxious weeds and other unsightly conditions. Grass on a vacant Lot shall not exceed twelve (12") inches in height. Vegetable gardens on any Lot are specifically prohibited. Garden compost may be kept in reasonable quantities required by one household only, provided it is not visible from the street or Common Areas and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed once initial construction of a Dwelling is completed. Dead, diseased or damaged trees shall be promptly removed or repaired. In the event of a violation of this restriction, the Association shall notify the Owner of the condition and may immediately impose a Violation Fine. If the Owner fails to immediately remedy the condition, in addition to any remedy allowed by this Declaration (such as levying fines, collecting reimbursements for costs incurred, filing a lien, or interest penalties), the Association may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorneys' fees incurred in the collection thereof.

9.18 Prohibitions. There shall be no dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or elsewhere in the Subdivision. Fertilizers may be applied to landscaping provided care is taken to minimize runoff. Onsite storage of gasoline, heating, or other fuels is prohibited except in compliance with environmental laws.

9.19 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Committee. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, canals, wetlands or other ground waters within the Property are prohibited, except that Declarant and the Association shall have the right to draw water from such sources. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other Lots.

9.20 Artificial Landscape. The use and display of artificial plants is specifically prohibited in the landscape if such display is visible from any other Lot or any Common Area. Planters, hanging pots or baskets and similar displays shall not be visible from other Lots or any Common Area, without the permission of the Committee. The use of exterior sculptures in the landscape must be approved by the Committee.

9.21 Maintenance of Lot. The following shall apply to each Lot:

(a) Each Lot and the area existing between any Lot line and the street, curb, alleyway or parkway area existing between the Lot line and the adjacent curb shall at all

times be kept in a clean, sightly and wholesome condition and weeds or grass shall be kept neatly cut or mowed at all times.

(b) No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain upon any Lot if visible from any other Lot or the Common Areas except as necessary during the period of construction. Equipment such as coolers, pool filters, pool heaters, firewood storage bins and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots or the Common Areas.

(c) All garbage containers shall be situated or enclosed and screened so as not to be visible from any other Lot or the Common Areas within twenty-four (24) hours before and after trash pick-up. Owners are prohibited from placing trash cans at the curb at any time that is not within twenty-four (24) hours before and after trash pick-up. Placing cardboard boxes, furniture, bulk debris or mattresses at the curb and outside of a garbage container for trash pick-up is strictly prohibited.

(d) All fences and the exterior of all Structures shall be continuously maintained and never allowed to fall into disrepair.

(e) No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to other Owners or might disturb the peace, quiet, comfort or serenity of other Owners such as loud music or amplifiers, outside lighting or noisy machinery.

(f) All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines in the parking strip is encouraged.

(g) All shrubbery, trees and plantings on all Lots shall be contained in a landscape plan which must be submitted to the Committee for approval, in its sole discretion. Nothing contained herein shall allow the unfettered growth of vegetation such that it becomes unsightly or prevents another Owner from reasonable use and enjoyment of his Lot.

(h) Each Owner shall cut and maintain all trees, shrubs and hedges on his Lot so that no part thereof encroaches across any boundary line without the permission of the Owner of the Lot upon which the encroachment occurs.

(i) Each Owner shall be responsible to maintain the sidewalk located on his Lot in good condition and repair. Sidewalks that contain cracks or breaks shall be repaired by the Lot Owner at the Owner's expenses.

9.22 Building Materials. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure. No building materials and building equipment shall be placed or stored on any Common Area, right of way, sidewalk or servitude in the Subdivision.

9.23 Certain Uses Prohibited. Except as provided in this Section 9.23, Lots shall be used for residential purposes only. No noxious, or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Lexington Estates Community. This restriction shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots, with the approval of the Committee. The Declarant reserves the right to develop and allow the operation of specific commercial enterprises as may be determined by the Declarant on any Additional Property.

An Owner or Guest may conduct business activities within a Dwelling so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity involves no other employees or individuals related to the business frequenting the Dwelling; (iii) the business activity conforms to all zoning requirements for the Property; (iv) the business activity does not involve regular visitation and parking at the Dwelling by clients, customers, suppliers, freight deliveries, or other business invitees or door to door solicitation of residents of the Lexington Estates Community; and (v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board. Notwithstanding the foregoing provisions of this Section 9.23, commercial advertisement or signage on Lots located in the Property is strictly prohibited.

9.24 Trailers and Recreation Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot or Common Area is prohibited. Boats and all motorized recreational vehicles, including, but not limited to: motorcycles, motor homes, travel trailers, golf carts, all terrain vehicles, four wheelers and utility trailers are allowed on a Lot only if housed completely within a garage or other Structure which has been approved by the Committee.

9.25 Signs. No sign of any kind, political or otherwise except standard real estate signs 16" x 24" and construction signs, approved by the Committee, shall be displayed to public view on any Lot without the prior consent of the Committee; provided, however, such restriction shall not apply to any Lot owned by the Declarant. Declarant may place signs on Lots to identify lots.

9.26 Antennas, Outside Flagpoles, Satellite Dishes. Radio and television antennas and flagpoles shall be prohibited except for temporary flagpoles that only display one American Flag or LSU flag. Approved flags shall not exceed three feet (3') by four feet (4') in total size. Satellite dishes may only be installed with the approval of the Committee.

9.27 Window Coverings/Window Air-Conditioning Units. Interior window coverings must be lined in a neutral color so as to not detract from the exterior of a Dwelling. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Window mounted air-conditioning or heating units are prohibited except with the approval of the Committee.

9.28 Exterior/Security Lighting. Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the Committee.

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

9.30 Garage, Porch, and Moving Sales. Garage, porch, moving and like sales are prohibited in the Lexington Estates Community.

9.31 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the Lexington Estates Community. Use and discharge of firecrackers and other fireworks in the Subdivision is prohibited. Exterior speakers may be used or placed on a Lot with the approval of the Committee.

9.32 Alarm Systems. All alarm systems shall be tied into the sheriff's office or an alarm control center. Audible alarms are discouraged; however, if installed, such alarms must have an automated cutoff device.

9.33 Security. The Association, the Declarant, and any successor Declarant shall not in any way be considered insurers or guarantors of security within the Lexington Estates Community. Neither the Association, the Declarant, nor any successor Declarant shall be liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

9.34 Firearms. The use of firearms, air guns or pellet guns is strictly prohibited in the Lexington Estates Community. Capturing, trapping or killing of wildlife within the Lexington Estates Community is prohibited, except in circumstances posing an imminent threat to personal safety.

9.35 Pets/Animals. No animals, livestock, poultry and/or reptiles of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that such animals are not kept, bred or maintained for sale or in such numbers or in conditions as may be offensive in the sole opinion of the Association. All domestic animals shall be leashed, or detained by fences or invisible fences.

9.36 Mining. Exploration for or mining or drilling of oil, gas, or other minerals, or water drilling or development operations, refining, mining operations of any kind, or the operation of quarries, gravel or sand pits, soil removing or top soil stripping are prohibited on all Lots without the prior written approval of the Board.

9.37 Water Wells and Sewer Systems. No private water wells or sewer systems will be allowed on any Lot, except if such Lot is not provided water or sewer service by the Lexington Estates Community water or sewer system.

9.38 Waterways. The following restrictions apply to Waterways of the Lexington Estates Community:

(a) The Waterways are for aesthetic and viewing purposes only.

(b) No piers and/or docks or other structures shall be constructed on the Waterways, except that Owners of Lots adjoining Waterways, as a personal obligation, shall be required to construct a bulkhead structure, which structure must be approved in advance by the Committee. All required bulkheads shall be built upon Lots within six (6) months of purchasing a Lot from Declarant.

(c) There shall be no swimming in the Waterways.

(d) Fishing may be permitted by the Board in favor of Lot Owners and Dwelling residents only. If permitted, no person is permitted to fish within any Waterway unaccompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board.

(e) No motorized boats shall be used on the Waterways. Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Lexington Estates Community.

(f) No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest for any extended length of time in the water or along the bank or shoreline for a period of five (5) days or more (i.e., boats shall not be allowed to "park" on Waterways).

(g) The Association shall have the authority to remove from the Waterways any waterfowl not approved by the Association. The Association reserves the right to manage the Waterways lakes for wildlife and fishery purposes.

(h) The edges of Waterways shall be kept clean from debris and weeds by the Owner of the Lot that adjoins such Waterway.

(i) No Owner may plant any tree or other vegetation on the banks of the Waterways without approval from the Committee in the Committee's sole discretion.

(j) The Association shall have the authority to install bulkheads located on or along Waterways. Owners are prohibited from in any way altering or removing any bulkheads installed on or along Waterways by the Association.

(k) The Association reserves the right to spray, kill, cut, and/or maintain any vegetation, brush, and trees along Waterways.

9.39 Violation; Association's Remedies. Notwithstanding any other rights or remedies available to the Association under this Declaration, as a result of the violation of

any provision of this Article IX, the Association shall have the right to immediately impose on the violating Owner a Violation Fine (as set forth in Section 4.07) in an amount determined by the Board in its sole discretion. A list of current Violation Fines are attached hereto but additional Violation Fines and increases of Violation Fines may be implemented by the Association from time to time.

ARTICLE X RESTRICTIONS ON RESALE

10.01 Right of First Refusal. Commencing with the date of execution of any act transferring a Lot, all Owners hereby grant to Declarant a Right of First Refusal to re-purchase any Lot if prior to commencing construction of improvements upon the Lot (1) the Owner of the Lot desires to sell; or (2) the Owner of a Lot receives an offer to purchase, which offer the Owner is willing to accept. In either event, Declarant shall have the right and option to purchase the Lot for the same price that the selling Owner is willing to accept in the offer or for which the Owner would accept an offer. If an Owner receives a written offer to purchase an unimproved Lot, and the Owner desires to sell on account of the offer, then the Owner shall first give to Declarant a notice (the "First Refusal Notice") stating that the Owner desires to sell the unimproved Lot based upon the terms and conditions contained within the offer (the "Proposed Terms") together with a copy of the written offer. The First Refusal Notice shall constitute an offer by the Owner to Declarant to sell the unimproved Lot to Declarant on the Proposed Terms. Declarant may accept the offer and agree to purchase the undeveloped Property on the Proposed Terms by delivering to Owner within thirty (30) days after receipt of the First Refusal Notice Declarant's unqualified written acceptance of the offer. If the Owner accepts the offer, Declarant shall purchase the unimproved Lot from the Owner in accordance with the Proposed Terms. If the Owner does not accept the Declarant's offer within such 30-day period, then in that event the Owner is free to sell the unimproved Lot solely in accordance with the Proposed Terms. Closing of the sale upon terms other than the Proposed Terms shall be deemed a violation of Declarant's Right of First Refusal. If the proposed sale is not closed, then Declarant's Right of First Refusal shall continue to affect the Lot.

10.02 Option to Purchase. In the event Owner does not commence construction of a Dwelling on the Lot within twelve (12) months (the "term") from the date of purchasing a Lot from the Declarant, then Declarant shall have the Option, at the expiration of the term, to purchase the Lot back from the Owner, free and clear from all encumbrances, for the amount of the original purchase price set forth in the act of sale between the Declarant and Owner, or Declarant may agree in writing to extend the term, reserving the right to exercise the Option at a later time if construction is not commenced. Declarant shall have thirty (30) days from the date following the expiration of the term to notify Owner in writing, at the Lot's address, of Declarant's exercise of such option to re-purchase the Lot. In that event, closing shall take place within ninety (90) days after the date of notice.

ARTICLE XI CONDEMNATION

In the event that all or any part of the Common Area(s) shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Area(s) in lieu of or under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose at which a quorum is present. The award made for such taking shall be payable to the Association to be handled and disbursed as follows:

If the taking involves a portion of Common Area(s) on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area(s), to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not affect any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine from time to time, including, but without obligation to do so, to reduce or defray Base Monthly Assessments for a period of time determined by the Board.

ARTICLE XII INDEMNITY

12.01 Indemnity. By accepting title to a Lot, each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their respective agents, shareholders, members, partners, agents, officers, directors, employees, contractors, invitees, successors and assigns of, from and against any and all losses, damages, costs or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by any of the Owners, their family members, or Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance and operation of the Subdivision, the Common Area(s), the Waterways, and recreational facilities or any of the activities, occurrences, conditions, state of facts, events or situations related thereto.

12.02 Construction Indemnification. Construction of Dwellings and Structures within the Subdivision may take several years to complete. All Owners acknowledge and agree that certain risks may result from construction within the Subdivision of Dwellings, Structures and other improvements whether by Owners or the Declarant. In addition to the

indemnification provisions above, all Owners agree to indemnify and hold Declarant harmless from any and all claims arising out of construction upon any Lot, Common Area, right of way, servitude or any other portion of the Property. All Owners agree to take reasonable precautions for protecting themselves, their property and their Guests from construction related dangers.

ARTICLE XIII GENERAL PROVISIONS

13.01 Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, sentence, clause, phrase, word or the application hereof in any circumstance is held invalid or unenforceable, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included herein.

13.02 Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

13.03 Duration. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, this Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise terminated by the Association.

13.04 Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as herein provided. Notices to the Declarant, the Association, and the Committee shall be in writing and shall be addressed to Post Office Box 82931, Baton Rouge, LA 70884, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Declarant or the Board after Declarant relinquishes his control of the Board. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered if in person, and when deposited for delivery, if sent by recognized national overnight carrier.

13.05 Strict Interpretation of Restrictions. This Declaration, including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of this Declaration shall be ignored. The letter of this Declaration shall be enforceable even when violations hereof are technical and apparently minor in nature.

13.06 Notice of Sale or Transfer of Title. Any new owner of a Lot in the Subdivision shall give the Board written notice of the name and address of the purchaser or transferee,

the date of such transfer of title, and such other information as the Board may reasonably require.

13.07 Amendment. This Declaration may be amended at any time solely by Declarant, so long as Declarant is the Owner of any Lot in the Property or Owner of any portion of the Additional Property.

Following the time that Declarants no longer own a Lot, Dwelling or Additional Property, this Declaration may be amended by an agreement signed by at least eighty (80%) percent of the Owners of Lots. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record with the Clerk of Court of East Baton Rouge Parish, Louisiana.

13.08 No Liability. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Declarant and its agent, shall have no liability of any kind as a result of such unenforceability, and each Owner shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarant shall have no such liability.

13.09 Assignment of Rights by the Declarant. The Declarants shall have the right to assign all or part of its rights under this Declaration. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

13.10 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

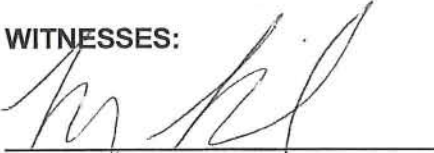
13.11 Louisiana Sex Offender and Child Predator Registry Database. Owners are hereby notified of the existence of the Louisiana Sex Offender and Child Predator Registry Database which is maintained by the Louisiana State Police in accordance with LSA-R.S. 15:540 et seq. The database is accessible via the internet at the following address: www.lasocpr.lsp.org/socpr/, or by calling 1-800-858-0551 or 925-6100. The database provides the name, address, pictures, and conviction records for certain registered offenders

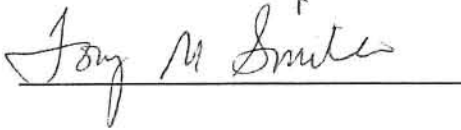
13.12 Waiver of Conflict of Interest. The law firm of Phelps Dunbar LLP and Graves Carley LLP represented Declarant in connection with this Declaration, the lease of the recreational facilities and the formation and regulation of the Association. Declarant may request that Phelps Dunbar LLP and Graves Carley LLP represent the Association during the period in which Declarant controls the Association, creating a potential conflict of interest. In the event that a dispute arises between Declarant and the Association, Phelps Dunbar LLP and/ or Graves Carley LLP shall continue to represent Declarant, and Association shall waive any conflict of interest that may arise.

[Remainder of this page intentionally left blank]

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, and the undersigned witnesses, after due reading of the whole on this 20 day of February, 2018.

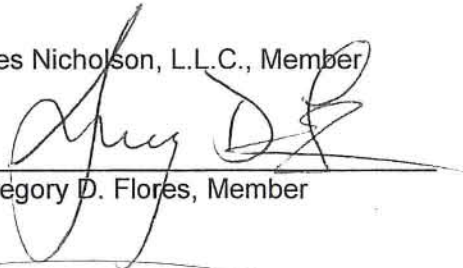
WITNESSES:



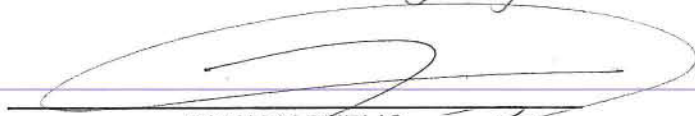


**LEXINGTON LAND DEVELOPMENT,
L.L.C.**

By: Flores Nicholson, L.L.C., Member

By: 

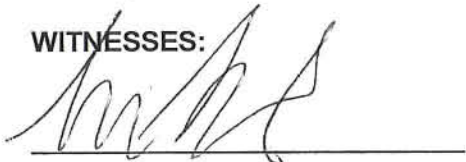
Gregory D. Flores, Member

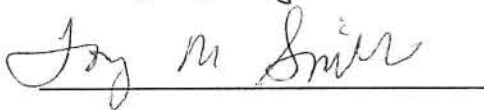


NOTARY PUBLIC
Erik Piazza, Bar Roll #29382
My Commission is for Life

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, and the undersigned witnesses, after due reading of the whole on this 20 day of February, 2018.

WITNESSES:






LEXINGTON II-A, L.L.C.

By: _____
Gregory D. Flores, Manager

By: 

Gregory D. Flores, Manager



NOTARY PUBLIC
Erik Piazza, Bar Roll #29382
My Commission is for Life

Initial Violation Fines

During Construction:

Failure to provide Erosion Control Measures prior to Construction Startup	\$500
Failure to provide a concrete wash out box	\$500
Concrete Wash out that occurs on a property other than that designated by the Developer or on the Lot under Construction.	\$500
Failure to clean up Mud that's brought into the street by Vendors.	\$250
Failure to maintain Erosion Control Measures during Construction.	\$100 per day
Failure to follow the Builder Guidelines or approved plans.	\$100 per day
Failure to swap out trash containers that are full.	\$50 per day
Failure to clean up construction debris.	\$50 per day
Failure to complete Landscaping according to the Builder Guidelines	\$50 per day
Failure to protect and maintain the Storm Drainage system	\$100 per day
If Trash Dumpster is placed in the street between or on the Gutter Curbs	\$100 per day
Failure to repair Concrete Sidewalks (minimum \$400)	\$15 PSF
Failure to Correct Construction Damage caused to other properties or facilities	\$1,000
Failure to Submit Construction Deposit prior to Construction Start	\$500
Failure to Submit Construction plans prior to Construction Start	\$500
Failure to complete the home construction within 240 days of slab pour	\$100 per day

Following construction:

Violations for trash, trash cans or debris	\$25 per day
Violations for landscaping and lawns	\$50