

Law Offices

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A PROFESSIONAL LAW CORPORATION

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May 31, 2007

Forest Ridge Subdivision Homeowners Association
1240 Range Avenue
Denham Springs, Louisiana 70726

Attention: Mark Baysden

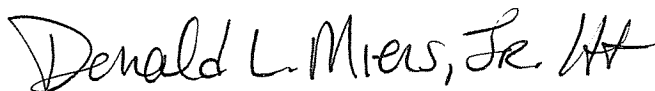
RE: Homeowners Association

Dear Mark:

Please find enclosed a certified copy of the Amendment No. 1 to Restrictive Covenants of Forest Ridge Subdivision and Assignment of Rights for your records. We will now need to find out who the new officers will be, their addresses, new registered agent and address, and will need to prepare resignation letter for current officers. If you will provide that information to me, I will prepare the necessary paperwork to complete the homeowners association hand-off.

With kind regards, I remain

Very truly yours,



Donald L. Miers, Jr.

DLM/tt

Enclosures

Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :

TRI PARISH TITLE
1930 FLORIDA AVE. SW
DENHAM SPRINGS, LA 70726

First VENDOR

FOREST RIDGE

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FOREST RIDGE

Index Type : Conveyances

File Number : 639436

Type of Document : Conveyances - General

Book : 973 **Page :** 168

Recording Pages : 7

Recorded Information

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

On (Recorded Date) : 05/30/2007


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CLERK OF COURT
THOMAS L. SULLIVAN JR.
Parish of Livingston
I certify that this is a true copy of the attached
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AMENDMENT NO. 1 TO RESTRICTIVE COVENANTS
OF FOREST RIDGE SUBDIVISION

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN AND REMEMBERED that on this 21st day of May, 2007, before me, a Notary Public, duly commissioned and qualified within and for the parish and state mentioned above, and in the presence of the undersigned competent witnesses, personally came and appeared **FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana, and whose permanent mailing address is declared to be 1240 Range Avenue, Denham Springs, Louisiana 70726, represented herein by its duly authorized Director, Saun A. Sullivan, who declared that it does, by and pursuant to the authority conferred upon it by Paragraph 7.26 in the Declaration of Covenants and Restrictions for Forest Ridge and Dedication and Transfer of Common Property dated June 30, 2004 and recorded at Conveyance Book 873, Page 801, Entry No. 560426 and dated June, 2004 and recorded at Conveyance Book 864, Page 886, Entry No. 553,621 of the official conveyance records of the Parish of Livingston, State of Louisiana, hereby revise and amend said restrictions and covenants as follows, to-wit:

Paragraph 2.2 is amended to read as follows:

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation the assessment and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments and fines, interest, processing and attorney's fees, shall be also the personal, obligations of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each an act transferring title of a Lot, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

Paragraph 3.6 is added, included in, and made part of these restrictions as follows:

3.6 Rules and Regulations. (a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, High Density Residential Areas, and the Common Areas and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgement of the Board of Directors be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association.

Paragraph 4.4 is amended to read as follows:

4.4 Architectural Control Committee Membership The Architectural Control Committee shall initially consist of three members, this number to be increased or decreased as the Board of Directors deem fit. The committee shall be appointed by the Board annually or as may be required due to resignation or inability to serve, by a majority of a quorum of the Board. A majority of votes of members of the Committee shall be required for all decisions of said Committee.

Paragraph 4.5 is amended to read as follows:

4.5 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal, the owner of a Lot shall submit to the committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, and other significant improvements which must conform in all respects to these restrictions and applicable zoning ordinances and must show the proposed locations of each improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these restrictions. Such Plans shall be considered as submitted for approval only when delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- (a) A copy of file plans or drawings and specifications which must show all exterior materials, finishes and designs;
- (b) A plot plan showing the location of all improvements.

Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Committee for a period of five (5) years from date of submission.

Paragraph 4.6 is amended to read as follows:

4.6 Duration of Approval. In the event work pursuant to approved plans or proposals is not commenced within one hundred eighty (180) days of the date the plans or proposals are approved (or deemed approved) and continued with reasonable diligence thereafter, then the approval of such plans or proposals shall

expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

Paragraph 6.3 is amended to read as follows:

6.3 Basis and Maximum of Annual Assessments. The annual assessment shall be \$300.00 per Home. The annual assessment may increase without a vote of the membership at a rate equal to the Consumer Price Index (CPI) for the Denham Springs or Greater Baton Rouge Area and/or may be increased by a vote of the majority Owners.

Paragraph 6.6 is amended to read as follows:

6.6 Quorum for Any Action Authorized Under 6.4 and 6.5. The quorum required for any action authorized by Sections 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in Sections 6.4 and 6.5 hereof, the presence at the Association meeting of Owners, or of proxies, entitled to cast forty (40) percent of all the votes (by Home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Section 6.4 and 6.5, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held not less than thirty (30) days following the preceding meeting.

Paragraph 6.7 is amended to read as follows:

6.7 Date of Commencement of Annual Assessments. The fiscal year for the annual assessment shall be from July 1st through June 30th. The assessment for each fiscal year shall become due and collectible in advance on or before July 1st of said fiscal year. Said assessment is deemed delinquent if not paid on or before July 15th of each annual assessment period.

Paragraph 6.9 is amended to read as follows:

6.9 Effect of Non-Payment of Assessment. If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and a \$50.00 late fee will be applied and shall also include such interest and costs of collection of reasonable charges and attorney's fees thereof as hereinafter provided. Payment of each assessment, charge or expense shall bear interest from date due at twelve percent (12%) per annum and the Association shall be entitled to a privilege against the affected Home in accordance with La.-R.S. 9:1145, et seq., and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Livingston Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Home or Homes for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Home or Homes affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association shall be entitled to recover the costs of preparing and filing the Notice. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation

provided by these restrictions and the privilege provided for in La.-R. S. 9:1145, et seq., by proceeding against the affected Home and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

Paragraph 7.6 is amended to read as follows:

7.6 Garages and Carports. All residences shall have a garage or carport (a building or other structures for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less than two (2) nor more than four (4) automobiles. Garages must be enclosed and may be located in the front, on the side, or behind the residence of the residence. Carports must be located behind the residence and cannot be located on the side or in front of the residence. Garage doors shall be kept closed at all times except for ingress and egress.

Paragraph 7.11 is amended to read as follows:

7.11 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or High Density Residential Area or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot Dwelling or High Density Residential Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot of Dwelling are subject.

Paragraph 7.12 is amended to read as follows:

7.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except one House for Sale Sign per lot of not more than five (5) square feet. The Developer is exempt from this restriction. One home security sign no more than 12 square inches in size and one temporary sign of no more than 18 square inches may be placed on the lot for school, baby (i.e. It's a boy or girl, we support the troops, etc.).

Paragraph 7.17 is amended to read as follows:

7.17 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the development, provided that generally recognized house pets may be kept on Lots, subject to the rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and

not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash at all times when walked or exercised in any portion of the Common Properties, and no pet shall be permitted to leave its excrement on any portion of the Common Properties, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 7.17, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Properties caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

Paragraph 7.20 is amended to read as follows:

7.20 Weed Removal. Owners shall keep their Homes mowed and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within ten (10) days after receipt of written demand from the Association, the Association may mow, cut the weeds, or clean the Home. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Home, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Home assessment under Article VI of these restrictions.

Paragraph 7.21 is amended to read as follows:

7.21 Fences. No fence or wall shall be constructed nearer to the Street than the appropriate building setback lines. No fence or wall shall be constructed on the side of the Lot on which the Lot fronts nearer to the street than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed Six (6) feet in height. Chain link fences are prohibited. Only wood fences are allowed. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any Street. Wooden fences shall be made of cedar, cypress, redwood, or other natural material and man-made materials of similar appearance if approved by the Committee prior to commencement of construction.

Paragraph 7.27 is amended to read as follows:

7.27 Assignment of Rights by the Developer. The Developer shall have the right to assign all or part of the rights of Developer under these Restrictions. Any such assignment must be in writing and shall not be effective unless and until the writing is recorded in the office of the Clerk and Recorder for Livingston Parish, Louisiana. The foregoing notwithstanding, a successor of the Developer by reason of a foreclosure, merger or consolidation, shall be deemed a successor and assignee of all rights of the Developer under these Restrictions

Paragraph 8.6 is amended to read as follows:

8.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for The Association any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenants,

restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be a Waiver of the right to do so thereafter

Paragraph 8.7 is amended to read as follows:

8.7 Subordination of Certain Real Obligations, Liens and Privileges to Mortgages. The obligation to pay assessments, charges, expenses, fines, penalties, and associated costs and fees set forth in these restrictions, and any lien or privilege granted to secure payment thereof by these restrictions or any provision of law, shall be subordinate to any mortgage or mortgages now or hereafter placed on any Lot, provided, however, that such subordination shall apply only to the assessments, charges, expenses, fines, and penalties which have become due and payable prior to a judicial sale, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of a mortgaged home. Such a transfer shall not relieve the transferee or the home from the personal and real obligations to pay assessments, charges, expenses, fines and penalties which may arise after such a transfer or any lien by privilege granted to secure payment thereof by these restrictions or any future amendments or deletions thereto.

THUS DONE AND SIGNED at Denham Springs, Louisiana, this 21st day of May, 2007, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

**FOREST RIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**




Tammy Temple

By: 

Shaun A. Sullivan, Director



Charlene Hamilton



NOTARY PUBLIC
DONALD L. MIERS, JR.
BAR ROLL NO. 26687

Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :

TRI PARISH TITLE
1930 FLORIDA AVE. SW
DENHAM SPRINGS, LA 70726

First VENDOR

MELROSE TIMBER CO INC

First VENDEE

FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION INC

Index Type : Conveyances

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Recorded Information

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On (Recorded Date) : 05/30/2007

At (Recorded Time) : 2:26:00PM



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CLERK OF COURT
THOMAS L. SULLIVAN JR.
Parish of Livingston

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Recorded in Book 973 Page 175
File Number 639437



Deputy Clerk

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ASSIGNMENT OF RIGHTS AND INTERESTS OF DEVELOPER UNDER THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOREST RIDGE SUBDIVISION * **UNITED STATES OF AMERICA**
 *
 * **STATE OF LOUISIANA**
 *
BY: MELROSE TIMBER CO., INC. *
 *
TO: FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. * **PARISH OF LIVINGSTON**

* * * * *

BE IT KNOWN, that on this 21st day of May, 2007;

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

MELROSE TIMBER CO., INC. (hereinafter referred to as “Assignor”), a Louisiana corporation, domiciled and having its principal place of business in the Parish of Livingston, State of Louisiana, represented herein by Saun A. Sullivan, its Agent, duly authorized by virtue of a resolution of the Board of Directors of said corporation, a copy of which is attached hereto and made a part hereof;

and

FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as “Assignee”), a Louisiana corporation, domiciled and having its principal place of business in the Parish of Livingston, State of Louisiana, represented herein by Saun A. Sullivan, its sole Director,

which said appearers, after first being duly sworn by me, Notary, did depose and state as follows:

WHEREAS, Assignor, in its capacity as **Developer** under the **Declaration** (as hereinafter defined), executed (1) that certain Declaration of Covenants and Restrictions for Forest Ridge and Dedication and Transfer of Common Property dated June 30, 2004 and recorded at Conveyance Book 873, Page 801, Entry No. 560426 and dated June, 2004 and recorded at Conveyance Book 864, Page 886, Entry No. 553,621 of the official conveyance records of the Parish of Livingston, State of Louisiana, and (2) Amendment No. 1 to Restrictive Covenants of Forest Ridge Subdivision dated May __, 2007 and recorded at Conveyance Book 913, Page 168, Entry No. 639436 of the official conveyance records for the Parish of Livingston (hereinafter collectively referred to as the “**Declaration**”).

AND WHEREAS, Paragraph 7.27 of the **Declaration** authorizes Assignor to assign any, or all of its rights or interests as **Developer** under the **Declaration** to such **Person** or entity specifically designated in a duly **Recorded** instrument as a successor and assign of **Developer**.

AND WHEREAS, Assignor desires to assign to Assignee (1) all of its rights and interests as **Developer** under the **Declaration**, and (2) all of its covenants, conditions, liabilities and obligations as **Developer** under the **Declaration**.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby stipulate and agree as follows:

Assignor does hereby specifically designate **Assignee** as the successor and assignee of **Developer** under the **Declaration** and **unconditionally** grant, assign, transfer, set over and deliver unto **Assignee**, who is here present accepting and acknowledging due delivery and possession thereof, (1) all of its rights and interests as **Developer** under the **Declaration**, and (2) all of its covenants, conditions, liabilities and obligations as **Developer** under the **Declaration**.

To have and to hold the same unto **Assignee**, its successors and assigns in full ownership forever, the said **Assignor** subrogating **Assignee** in and to all the rights, privileges, remedies and advantages to be enjoyed and exercised by said **Assignor** in the same manner, to all intents and purposes, and to the same effect as the said **Assignor** might itself have enjoyed and exercised.

Assignee hereby assumes, binds and obligates itself, its successors and assigns, in solido, to perform, to the full acquittance and discharge thereof, all of the covenants, conditions, liabilities, and obligations of **Developer** under the **Declaration** from and after the date hereof, but not prior hereto. **Assignee** does further hereby covenant and agree to indemnify, defend and hold harmless **Assignor**, its successors and assigns, from and against any and all losses, damages, causes of action, costs, liabilities and expenses, including court costs and actual attorney's fees, arising from or in any way connected with the covenants, conditions, liabilities and obligations of the **Developer** under the **Declaration** from and after the date hereof, but not prior thereto.

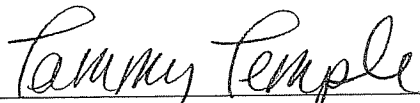
Capitalized terms contained herein shall have the same meaning ascribed to them in the **Declaration** unless otherwise expressly indicated herein.

This Assignment shall be construed in accordance with and governed for all purposes by the laws of the State of Louisiana without giving affect to the principals of conflicts of laws thereof.

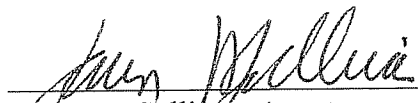
THUS DONE AND SIGNED on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

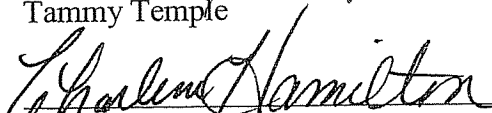
MELROSE TIMBER CO., INC., Assignor



Tammy Temple


BY: 

Shaun A. Sullivan, Agent

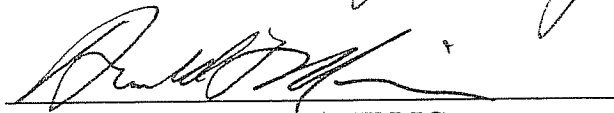


Charlene Hamilton

**FOREST RIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,
Assignee**

BY: 

Shaun A. Sullivan, Director



**NOTARY PUBLIC
DONALD L. MIERS, JR.
BAR ROLL NO. 26687**