

**RESTRICTIVE COVENANTS AND**

**UNITED STATES OF AMERICA**

**DEDICATION OF SERVITUDES**

**AND EASEMENTS**

**STATE OF LOUISIANA**

**FOR: ARBOR WALK SUBDIVISION**

**BY: LONESOME DEVELOPMENT, L.L.C.**

**PARISH OF ST. TAMMANY**

BE IT KNOWN AND REMEMBERED that on this the \_\_\_\_\_ day of July, 2002.

**BEFORE ME**, the undersigned authority, personally came and appeared Lonesome Development LLC, a Louisiana Limited Liability Company organized under the laws of the State of Louisiana, the Articles of Organization having been duly filed with the Secretary of State of the State of Louisiana, being domiciled in the Parish of St. Tammany and the Certificate of Organization and the Articles of Organization having been further filed with the Clerk of Court in the Parish of its agent, by virtue of resolution of the Board of Directors of said corporation. The mailing address of said corporation is declared to be P. O. Box 546, Mandeville, Louisiana 70470; does hereby create covenants, Deed Restrictions and obligations for the property known as Arbor Walk Subdivision more particularly described in Exhibit "A" attached hereto and made a part hereof as set forth hereinafter:

WHEREAS, the Developer is the owner of certain immovable property located in St. Tammany Parish, Louisiana, and more particularly described on the attached Exhibit A, designated and known as Arbor Walk Subdivision (hereinafter called "Subdivision"); and

WHEREAS, the Developer desires to provide for the preservation of values and amenities in Subdivision, and to encourage development that is in harmony with the conception and aesthetic theme of the Subdivision; and to this end, the Developer desires to subject the property to certain covenants, restrictions, privileges, and obligation, as hereinafter set forth, for the benefit of the Subdivision and the subsequent owners of property therein, and to provide a flexible and reasonable method for the administration and maintenance of Subdivision;

NOW THEREFORE, the Developer hereby declares that the property within the Subdivision is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of all property within the Subdivision, and which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Declarant, its successors and assigns, and any person acquiring or owning an interest in property within the Subdivision and improvements constructed thereon, each of whom shall have the right to enforce specific performance of these provisions.

**ARTICLE I**

**DEFINITIONS**

When used herein, unless the context shall prohibit or otherwise require, the following words shall have all the following

meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1. **Association** - shall mean and refer to Arbor Walk Property Owner's Association owned entirely by the Developer and all of the property owners in Arbor Walk Subdivision, St. Tammany Parish, Louisiana.

2. **Board of Directors** - shall be the directors who administer and run the Association, as set out in the Articles of Arbor Walk Property Owner's Association, which is the governing body of the Association.

3. **Developer** - shall mean Lonesome Development, L.L.C., and its successors, assigns, or transferees.

4. **Lot** - shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the Subdivision Plat of the official records of St. Tammany Parish, Louisiana. The term ALot@ shall also mean and include the Garden Home Sites depicted on the Subdivision Plat as Site 1 through Site 19, inclusive. A parcel of land shall be deemed unimproved and the considered to be a Lot rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of these Restrictive Covenants.

5. **Rules and Regulations** - shall mean the Rules and Regulations for Developers, Contractors and Home Builders, promulgated by Arbor Walk Subdivision Architectural Control Committee from time to time, setting forth in particularity the rules and standards for construction, as well as the procedures for obtaining necessary prior approval for clearing, building, etc.

6. **Architectural Review Committee** - (ARC) shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.

7. **Articles of Incorporation** - shall mean and refer to the Articles of Incorporation of Arbor Walk Subdivision Homeowner's Association, Inc., as amended, from time to time.

8. **Assessment** - shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

9. **By-Laws of the Association** - or the "By-Laws" shall mean and refer to those By-Laws of Arbor Walk Subdivision Homeowner's Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

10. **Common Areas** - shall mean and refer to any and all Streets, Greenspaces, recreational areas including the immovable property designated AREC-1" and AREC-2" on the Subdivision Plat and any improvements constructed thereon, ponds, club house and related facilities, swimming pool, the immovable property designated as ACH-1" on Subdivision Plat and any improvements constructed thereon, drainage facilities, entrance gates, street lights, water, gas and sewer mains, easements, sidewalks, appurtenances and facilities now or hereafter owned, acquired or otherwise available for the Association in the Subdivision.

11. **Common Expenses** - shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, for maintenance of Common Areas and the Garden Home

Common Area and/or capital additions, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of these Restrictive Covenants.

12. **Declarant** - shall mean and refer to the person who has executed these Restrictive Covenants, or any successor-in-title to the entire interest of such person with respect to the Property at the time of such acquisition pursuant to the foreclosure of a Mortgage encumbering such person's interest in the Property.

13. **Dwelling** - shall mean and refer to any improved property intended for the use as a single-family detached dwelling located within the Subdivision. The term ADwelling@ shall also include Garden Home Dwellings.

14. **Garden Home Dwelling B** shall mean a Dwelling located on a Garden Home Site.

15. **Garden Home Common Area B** shall mean the immovable property designated as ASite 20" on the Subdivision Plat, excluding any streets, street lighting, water, sewer, and gas mains.

16. **Garden Home Site B** shall mean the immovable property sites identified in the Subdivision Plat as Site 1 through Site 19, inclusive.

17. **Greenspace** - shall mean and refer to any area within the Property preserved in a natural or park-like state, including but not limited to those areas designated on the Subdivision Plat as GS-1 through GS-6.

18. **Living Area** - shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, attics and basements.

19. **Occupant** - shall mean and refer to any person, including, without limitation, any Owner of any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

20. **Owner** - shall mean and refer to one or more persons, including the Developer, who or which owns title to any Lot or Dwelling, including Garden Home Dwellings.

21. **Parcel** - shall mean and refer to a part of the Property as shown on one or more Subdivision plats.

22. **Person** - shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

23. **Property** - shall mean and refer to the real property particularly described on Exhibit A, together with all improvements thereon.

24. **Restrictive Covenants** - shall mean and refer to these Restrictive Covenants and Dedication of Servitudes and Easements for Arbor Walk Subdivision and all amendments thereof filed for record in the Records of the Clerk of Court for St. Tammany Parish, Louisiana.

25. **Streets** - shall mean the streets in the Subdivision, including but not limited to Arbor Walk, Glendurgan Way, Pencarrow Circle, and Bellingrath Place. Ownership and fee title to said streets shall remain in the Association, its successors, transferees or assigns. Said ownership and fee title to said streets is not conveyed or transferred herein or hereby. Nothing in this Act or on said plans is intended to dedicate in any manner

said streets to the Parish of St. Tammany, State of Louisiana, the public in general or to public use.

26. **Subdivision** - shall mean and refer to Arbor Walk Subdivision located on the Property as shown on the Subdivision Plat.

27. **Subdivision Plat** - shall mean and refer to the final subdivision plat for the Subdivision prepared by Randall W. Brown & Associates, Inc. and dated April 22, 2002, together with any future revisions thereof, recorded in the official records of St. Tammany Parish, Louisiana, or as may be recorded from time to time in the records of the Clerk of Court for St. Tammany Parish, Louisiana.

## ARTICLE II

### Plan of Development

Plan of Development of Property. The Property shall be developed and maintained as an exclusive single family subdivision substantially in accordance with the Subdivision Plat. It shall consist of Lots, Dwellings, Garden Home Dwellings, Garden Home Common Areas, and Common Areas. The dimensions of the Lots are as shown on the Subdivision Plat. All Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale, to make additions, improvements and changes to all Common Areas and Garden Home Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation:

- (a) installation and maintenance of any improvements in and to the Common Areas,
- (b) changes in the location of the boundaries of
  - (i) any Lots or Dwellings owned by the Developer ;
  - and/or
  - (ii) of the Common Areas and Garden Home Common Areas;
- (c) installation and maintenance of any water, sewer, and other utility systems and facilities.

Title to the Common Areas and Garden Home Common Area shall be maintained by the Developer subject to a servitude of use in favor of the Owners as set forth herein until such time as the Developer, in its sole discretion, determines to transfer all or any part of the Common Areas in fee simple to the Association.

## ARTICLE III

### Property Rights

3.01 General. Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of these Restrictive Covenants. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of these Restrictive Covenants, including without limitation, the provisions of this Article III. 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, and, except as

provided in Article II and paragraph 3.06 hereof, the boundaries of Lots shall remain as established by the Subdivision Plat. However, nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. When a part of one Lot is permissibly added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot, or, with the prior consent of the Association and the Developer, to 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 Subdivision Plat without the consent of the Architectural Review Committee and the Developer, as long as the Developer owns any of the Property.

3.02 Owner's Servitude of Enjoyment. Subject to the provisions of these Restrictive Covenants and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, including Owners of Garden Home Sites, his family, tenants, and guests shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, and, in addition thereto, every Owner of a Garden Home Site and his family, tenants, and guests shall also have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Garden Home Common Area, such servitudes 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 Garden Home Common Area, or any portion thereof,
  - (ii) for acquiring additional Common Areas or Garden Home Common Area, or
  - (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas or Garden Home Common Area, or
  - (iv) for providing the services authorized herein.
- (b) The rights and servitudes reserved to the Developer in Sections 3.05 through 3.16.
- (c) The right of the Association to grant and accept servitudes as provided in Section 3.07 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas or Garden Home Common Area to St. Tammany Parish, Louisiana, or to any other 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 a majority of those present in person or by proxy at a duly held meeting of the Association and by the Developer primarily for the purpose of sale.
- (d) The rights and servitudes reserved in Section 3.09 hereof for the benefit of the Association, its directors, officers, agents, and employees.

3.03 Recreational Facilities. Subject to the terms and provisions of these Restrictive Covenants and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have and is hereby granted the non-exclusive rights, privileges, and servitude of access to and the use and enjoyment of the recreational areas and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Dwelling such Owner's rights of access to and use of the recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his family and guests.

3.04 Access. All Owners, by accepting title to Lots or Dwelling conveyed subject to these Restrictive Covenants, 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 Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times pursuant to the perpetual predial servitude granted herein at Section 3.05 and Section 3.06. There is reserved unto the Developer, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development.

3.05 Private Street and Predial Servitude of Passage. The development of the Property contemplates private streets within the Property. Developer does hereby confirm and establish an irrevocable, perpetual and non-exclusive predial servitude of passage over and across the Streets (the AServient Estate@) for vehicular passage and all other types of passage in favor of each of the Lots, dwellings, and/or parcels located in the Subdivision (collectively, ADominant Estate@). This predial servitude of passage shall specifically run in favor of each of the Dominant Estates and shall not be considered a personal servitude.

3.06 Access to Garden Home Sites, Developer does hereby confirm and establish an irrevocable, perpetual and non-exclusive predial servitude of passage over and across the Garden Home Common Area (the AServient Estate@) for vehicular passage and all other types of passage in favor of each of the Garden Home Sites (collectively, ADominant Estate@). This predial servitude of passage shall specifically run in favor of each of the Dominant Estates and shall not be considered a personal servitude. However, the location, construction and composition of any driveway, passageway or other access across the Garden Home Common Area to a Garden Home Site shall be subject to and shall require the prior approval of the Developer while he is a class B member and by the Architectural Review Committee.

3.07 Servitudes for the Developer . During the period that the Developer owns any Lot or Dwelling primarily for the purpose of sale, the Developer shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas and Garden Home Common Area for the purpose of constructing Dwellings and other improvements in and to the Lots and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas and Garden Home Common Area) as are contemplated by these Restrictive Covenants or as the Developer 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 the Developer have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether the Developer at that time retains ownership of a Dwelling or Lot, the Developer shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon and the Garden Home Common Area for such purposes as the Developer deems appropriate, provided that the Developer shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas and Garden Home Common Area.

3.08 Changes in Boundaries; Additions to Common Areas. The Developer expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the

Common Areas, Garden Home Common Areas or any Lots and Dwellings, including the realignment of boundaries between adjacent Lots and Dwellings owned by the Developer , provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Areas or Garden Home Common Areas and shall be evidenced by a revision of or an addition to the Subdivision Plat which shall be recorded in the Map Records of the Clerk of Court for St. Tammany Parish, Louisiana. Furthermore, the Developer 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 of such other portion of the Development owned by the Developer as it, in its discretion, shall choose.

3.09 Servitudes for Utilities and Public Services.

- (a) There is hereby reserved for the benefit of the Developer , 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 St. Tammany Parish, 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 and Garden Home Common Areas in which Dwellings are not constructed or erected, and 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 the Developer , its successors or assigns, or by the Board of Directors, provided, however, that for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale, the Board of Directors must obtain the written consent of the the Developer 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. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier of 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) The Developer hereby grants to St. Tammany Parish, Louisiana, or such 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.

3.10 Servitudes for Walks, Trails, Signs, Perimeter Fencing and Greenspace. There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land ten (10') feet in width located along and contiguous to those boundaries which are contiguous to streets and roads for all Lots and all Dwellings for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that the Developer shall have no obligations to construct any such improvements.

3.11 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 or Dwelling 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 to and with permission of the Owner or Occupant of the Lot or Dwelling directly affected thereby.

3.12 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Developer and its successors and assigns the alienable and transferable right and servitude in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, construction offices and business offices, together with such other facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and Dwellings and Common Areas, for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale. The servitude provided in this paragraph shall terminate with respect to any Lot or Dwelling ipso facto upon the sale of such Lot or Dwelling by the Developer to a third party.

3.13 Servitudes for Undeveloped Parcels of the Property. There is hereby reserved in favor of the Developer and their successors and assigns as a burden upon the developed Property, perpetual, non-exclusive rights and servitudes for

- (i) pedestrian and vehicular ingress, egress, and parking, in favor of the undeveloped Parcels of the Property 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, repair, replacement, 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, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

3.14 Maintenance Servitudes.

- (a) Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portions of any Dwelling for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the development, provided that such servitudes shall not

impose any duty or obligation upon the Developer or the Association to perform any such actions.

- (b) There is hereby further reserved unto the Developer, 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 a platted drainage servitude.

3.15 Environmental Servitude. There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots and all unimproved portions of Dwellings 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 control the dispensing of fertilizers and pesticides.

3.16 No Partition. To the maximum extent permitted by Louisiana law, there shall be no judicial partition of the Subdivision or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provisions of these Restrictive Covenants.

#### **ARTICLE IV**

##### **Membership**

4.01 Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, including a Garden Home Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that ownership of a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees and any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling, and further provided that a member casting a vote or holding an office with respect to his Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Lot and each Dwelling shall have one vote.

4.02 By Laws of Association The affairs of the Association shall be governed by the By Laws attached hereto as AExhibit B, together with all future amendments or reinstatements thereof, as may be adopted from time to time in accordance with the provisions

contained therein and as provided by law.

## ARTICLE V

### Maintenance

5.01 Responsibilities of Owners. Unless specifically identified or excepted herein, all maintenance and repair of Lots (except Garden Home Sites) and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, (cut to a maximum height of six [6"] inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02(b) 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 do any work which, in the reasonable opinion of the Architectural Review Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the Architectural Review Committee.

### 5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas and Garden Home 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 or within servitudes encumbering Lots or Dwellings pursuant to Section 3 hereof,
- (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person,
- (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas; and
- (iv) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Garden Home Common Area. Upon expiration or cancellation of the Class B memberships or pursuant to authorization from the Developer, the Owners of the Garden Home Sites shall elect a Garden Home Committee of no less than three Garden Home Site Owners to exercise exclusive control over the Garden Home Common Area and the selection of personnel, equipment and all other matters necessary for the maintenance of, or in anyway related to, the Garden Home Common Area within which they reside.

The Association shall not be liable for injury or damage to any person or property

- (i) caused by the elements or by any Owner or any other person,
- (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or
- iii) caused by the disrepair of any pipe, plumbing, drain, lake, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association.

Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas, Garden Home Common Area 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 these Restrictive Covenants, 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.

(b) In the event that the Developer or the Board of Directors determines that:

- (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it 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, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of the Developer'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, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning repair, or replacement, and diligently proceed to complete the same in 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, the Developer or the Association may provide (but shall not have the obligation so to provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling. In the event that the Developer undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse the Developer for The Developer's costs and expenses.

(c) The Association shall pay all property taxes assessed against Common Areas and Garden Home Common Areas and may maintain liability insurance for accidents or damage occurring on said Common Areas and Garden Home Common Areas or as a result of conditions thereon. Said policies of insurance shall be in amounts of at least Five Hundred Thousand and No/100 (\$500,000.00) Dollars and shall name the Developer as an additional insured and a certificate of insurance shall be furnished to the Developer.

5.03 Voting. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Owners with the exception of the Developer, so long as the Developer holds any Class B membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest for interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B: Class B Member(s) shall be the Developer . The Class B Member(s) shall have a total number of votes equal to one (1) more than the total number of votes of the Class A Members as long as he owns one lot or building site in the subdivision. Control of the Association shall become vested in the Class A Members not later than the earlier of

- (i) 120 days after completion of transfer of such Class A Members of title to Lots representing one hundred (100%) per cent of the Lots in the Subdivision, or
- (ii) upon surrender of all Class B Membership by the holder for cancellation on the books of the Association.

## **ARTICLE VI**

### **Insurance and Casualty Losses**

#### 6.01 Insurance.

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas and Garden Home Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board or its duly authorized agents may have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and Garden Home Common Area and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.
- (c) The Board or its duly authorized agents shall have the authority and may obtain
  - (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and
  - (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All insurance coverage obtained by the Board of Directors 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 of Directors; Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating of deemed acceptable to the Board of Directors.
  - (ii) All property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.
  - (iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
  - (iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder 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.
  - (v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.
  - (vi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
  - (vii) All liability insurance shall contain cross-liability, liability endorsements to cover liability of the Association to an individual Owner.
- (e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

6.02 Damage or Destruction to Common Areas. Immediately after the 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 of Directors or its duly authorized agent 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. Repair or reconstruction, as used in this Article VI, 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, the Developer , for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale, together with at least seventy-five (75%) per cent of the total vote of the Association, 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 of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 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 of Directors. 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 first paid to satisfy any outstanding mortgages against the damaged or destroyed property, and the balance, if any, 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, safe and sightly condition.

6.03 Damage or Destruction to Lots or Dwellings. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings and in the further event that 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, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling or other improvements to substantially the same conditions as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of these Restrictive Covenants (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building 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 VII

### Condemnation

7.01 Condemnation of Common Areas. Whenever all or any part of the Common Areas or Garden Home Common Area of the Subdivision shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) per cent of the total vote of the Association (which conveyance may only occur with the approval of the Developer , for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale) the award or

proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Areas or Garden Home Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer , for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale, together with at least seventy-five (75%) per cent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas or Garden Home Common Area which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Review Committee, and by the Developer , for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors, may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.
- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas or Garden Home Common Area, or if there are net funds remaining after such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

7.02 Condemnation of Lots or Dwellings.

- (a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling responsible for the maintenance and repair of each Lot or Dwelling, as the case may be, elects not to restore the remainder of the Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provision of these Restrictive Covenants and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean orderly, safe and sightly

condition referred to above, of deeding the remaining portion of the Lot or Dwelling to the Association as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Subdivision and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

- (b) In the event that any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of these Restrictive Covenants and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## **ARTICLE VIII**

### **Administration**

8.01 Common Areas and Garden Home Common Area. The Association, subject to the rights of the Developer and the rights and duties of the Owners set forth in these Restrictive Covenants, shall be responsible for the exclusive management and control of the Common Areas and Garden Home Common Area 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. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Subdivision, the Developer shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association as long as the Developer is a class B member. Each Owner, by acceptance of a deed to other conveyance of a Lot or Dwelling, vests in the Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of title thereto, covenants to vote in

favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by these Restrictive Covenants or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same.

Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots and Dwellings. Notwithstanding the foregoing provision of this Section 8.02 or any other provision of these Restrictive Covenants to the contrary, the Association shall not pledge, mortgage, or hypothecate all or any portion of the Common Areas or Garden Home Common Areas.

8.03 Agreements. Subject to the prior approval of the Developer for so long as the Developer is a class B member, all agreements and determinations lawfully authorized by the Board of Directors 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 of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors.

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 furnished or 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 of Directors, 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 Restrictive Covenants or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such manner as the Board of Directors 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 of Directors 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 Restrictive Covenants, the By-Laws, or the rules and regulations of the Association.

8.04 Personal Property and Immovable Property for Common Use.

The Association, through action of its Board of Directors, 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 proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, 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 assigned, hypothecated, or transferred or 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.

8.05 Rules and Regulations. As provided in Article XI hereof, the Association, through its Board of Directors, may make and

enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Common Areas, and Garden Home Common Areas which rules and regulations shall be consistent with the rights and duties established by these Restrictive Covenants.

8.06 Indemnification. The Association shall indemnify every officer, manager, and director of the Association against any and all expenses, including court costs and reasonable attorney 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 of Directors) to which he may be made a party by the reason of being or having been an officer, manager or director at the time such expenses are incurred. 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, manager or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer, manager 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, manager or director, or former officer, manager 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, if available at a cost deemed reasonable by the Board of Directors.

## **ARTICLE IX**

### **Assessments**

9.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Dwelling, including a Garden Home Site, by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments to be established and collected as provided in Section 9.03 hereof,
- (b) special assessments to be established and collected as provided in Section 9.04 hereof,
- (c) individual, Gatehouse or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of these Restrictive Covenants, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof.

Any such assessments, together with late charges, simple interest at the rate of twelve (12%) per cent per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his successor-in-title shall take title to such Lot or Dwelling subject to the real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor-in-title any amounts paid by such

successor-in-title therefor. In the event of co-ownership of any Lot or Dwelling, all of such co-owners shall be solidarily liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the annual assessments shall be paid in one installment in advance once each year.

9.03 Computation of Annual Assessments. The initial annual assessment is hereby fixed at \$600.00 per Lot for all Lots. In addition thereto, the initial assessment for Garden Home Sites will also include an additional \$2,400.00 for all expenses associated with the Garden Home Common Area. These assessments shall remain in full force and effect until such time as the Board approves or changes the initial annual assessment as specified hereinafter in Section 9.03. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots and Dwellings for the following year to be delivered to each Owner at least fifteen days prior to such meeting.

That portion of the annual assessment associated with the maintenance and improvement of the Garden Home Common Area shall be allocated solely to the Garden Home Sites. The remaining portion of the annual assessment shall be allocated equally to all Lots and Dwellings, including Garden Home Sites.

The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either:

- (i) the Developer, for so long as the Developer is a class B member, or
- (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that a minimum vote of fifty-one per cent (51%) of the total property owners shall be required to disapprove the budget).

Notwithstanding the foregoing, that portion of the budget and annual assessment applicable only to the Garden Home Sites shall become effective unless disapproved at the annual meeting by either:

- (i) the Developer, for so long as the Developer is a class B member, or
- (ii) a vote of a majority of the votes of the Owners of Common Home Sites who are voting in person or by proxy at such meeting (provided that a minimum vote of fifty-one per cent (51%) of the total owners of the Garden Home Sites shall be required to disapprove that portion of the budget).

Notwithstanding the foregoing, 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 and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof.

The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services if any such services or charges are provided by the Association;
- (iii) the expenses of maintenance, operation and repair of those portions of the Common Areas and Garden Home Common Area which are the responsibility of the Association under the provisions of these Restrictive Covenants;
- (iv) the expenses of maintenance, operation and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) the expenses of the Architectural Review Committee which are not defrayed by plan review charges;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas and Garden Home Common Area;
- (vii) expenses for the maintenance of the landscaping of the Common Areas and Garden Home Common Area contained in the Subdivision;
- (viii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (ix) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (x) the establishment and maintenance of a reasonable reserve fund or funds
  - (A) for inspections, maintenance, repair, and replacement of those portions of the Common Areas and Garden Home Common Area which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis,
  - (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and
  - (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

#### 9.04 Special Assessments.

- (a) Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such assessment shall be approved by
  - (i) the Developer, as long as the Developer is a class B member, or
  - (ii) by a majority of the votes of a quorum of Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.06, subject to approval by the Developer.

The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be pro-rated among the Lots and Dwellings equally as provided with respect to annual assessments.

9.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual assessments provided for in this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

9.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Section 9.03 and 9.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) per cent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.07 Liens. All sums assessed against any Lot or Dwelling pursuant to these Restrictive Covenants, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot or Dwelling in favor of the Association.

9.08 Effect of Nonpayment; Remedies of the Association. Any installment on any assessment authorized hereunder shall be a debt and obligation of the Lot and the owner of the Lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. If the assessments are being paid in installments, the board, in its discretion, may accelerate the full amount of the balance of assessment to be currently due and payable within fifteen (15) days. In the event of non-payment of an assessment within the fifteen (15) days, a lien affidavit setting forth the amount due may be filed against the Lot and the Lot owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The Association shall also be entitled to recover all reasonable attorney's fees and costs. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling, and an Owner shall remain personally liable for assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot or Dwelling.

9.09 Certificate. The treasurer, any assistant treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment thereto of such fee as is from time to time determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by such Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines,

accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

9.10 Date of Commencement of Annual Assessments. The initial annual assessments established herein shall be payable to the Association when such Lot or Dwelling is conveyed from the Developer to a new Owner. Thereafter, the annual assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special or assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Anything contained herein to the contrary notwithstanding, the Developer shall not be responsible for the payment of annual or special assessments on Lots or Dwellings, which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that the Developer covenants and agrees to pay annual and special assessments for each Lot and Dwelling owned by the Developer or an affiliate and containing occupied residences. Furthermore, the Developer shall have the option, but not the obligation, to pay annual assessments on Lots owned by the Developer or fund any deficit which may exist between assessments and the annual budget of the Association. However, the budget, assessments, and deficit, if any, shall be annually reviewed by the Developer, and the Board of Directors, and during such period the Developer's option to fund deficits shall not exceed the amount of the Association's operating budget.

## **ARTICLE X**

### **Architectural Standards and Use Restrictions**

10.01 Purpose. In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision, and to protect and promote the value of the Property, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every Owner by acceptance of title to his Lot or Dwelling agrees to be bound by the provisions of this Article X.

10.02 Architectural Review Committee. the Developer shall appoint the Architectural Review Committee while the Developer is a class B member. The interim Architectural Review Committee shall consist of three members appointed by the Developer and shall have any and all rights, powers and duties as specified under Article X. Thereafter, the Board of Directors shall establish the Architectural Review Committee which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that such members shall not be required to be Owners while the Developer is a class B member. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Committee by the Board shall be subject to the prior approval of the Developer while he is a class B member. The Architectural Review Committee shall meet as necessary, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any

matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. The Architectural Review Committee may elect to transfer authority to the Board of Directors to approval fences, pools, landscaping and other miscellaneous projects but will maintain authority to approve all new construction, including additions to existing structures and accessory buildings.

10.03 Permitted Improvements; Submittals.

- (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, including the alteration of the lot and street layout as described on the Plat, except
  - (i) such improvements and alterations as are approved by the Architectural Review Committee in accordance with this Article X, or
  - (ii) improvements which pursuant to this Article X do not require the consent of the Architectural Review Committee.
- (b) The Architectural Review Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof ("Required Submittals").

10.04 Construction of Improvements.

- (a) All building, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot or Dwelling shall be located only within the set-back lines specified on the recorded Subdivision Plat, provided that the Architectural Review Committee shall be empowered to grant variances with respect to such set-back lines.
- (b) The Architectural Review Committee reserves the authority to restrict construction of improvements on any Lots or Dwellings to be undertaken or conducted between Monday through Saturday during reasonable hours, unless otherwise permitted by the Architectural Review Committee under unusual circumstances.
- (c) Construction must commence as soon as practicable, but in no event more than four (4) months after obtaining a Certificate to Proceed from the Architectural Review Committee, unless the Architectural Review Committee grants a written extension of time, and must be substantially completed within eight (8) months from the time work thereunder commenced. All necessary building and related permits must be obtained prior to the commencement of the construction, and all construction must be performed in accordance with the Rules and Regulations, including applicable building codes, and the approved plans and specifications. Any change in plans or specifications during construction from those approved by the Architectural Review Committee must be submitted for specific approval.
- (d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and landscaping therefor have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot or Dwelling at any time, except as provided in Section 10.20 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house

or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot or Dwelling in a reasonably clean and uncluttered condition. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Dwelling on which such construction has been completed; and shall provide portable bathroom facilities for all workers until permanent ones have been constructed within the Dwelling.

- (e) Except for those rights reserved to the Developer in Article II, Plan of Subdivision and Article III, Property Rights hereof, any proposed reconfiguration of Lots, streets and conservancy areas, or any change in zoning, shall first be approved by the Architectural Review Committee.
- (f) Disclaimer. Review of plans and specifications by the Architectural Review Committee is for the purpose of assuring the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed that the review is for the benefit (except incidentally) of the party or parties submitting the plans and specifications to have any right or cause of action against the Architectural Review Committee for its negligent or intentional failure to advise of any deficiencies or defects therein.

10.05 Architectural Approval.

- (a) No construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than the Developer, and no construction shall commence affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, docks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, flagpoles, basketball backboards, dog runs and houses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, without the prior written approval of the Architectural Review Committee. Two sets of the plans, specifications and related data shall be provided in advance of any construction to the Architectural Review Committee, and one copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The Architectural Review Committee shall establish a fee sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$125.00 (One Hundred Twenty Five and no/100 Dollars), and the Architectural Review Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance without the necessity of approval or review by the Architectural Review Committee.
- (b) Prior to construction of a residence, the Owner or contractor shall be required to post with the Architectural Review Committee a deposit in the amount of \$2,000.00, or such greater amount as may be deemed necessary by the Architectural Review Committee, for the following:
  - i. Streets, Common Areas and any other portion of the

Subdivision which may be subject to activity as a result of construction of a Dwelling. The amount of the damage deposit may be changed from time to time by the Architectural Review Committee or as provided otherwise. The Architectural Review Committee shall refund the deposit only upon completion of the Dwelling and only if the streets, Common Areas or other portion of the Subdivision have not been damaged during the course of construction. In the event that streets, Common Areas or any other portion of the Subdivision have been damaged during the course of construction then the deposit shall be forfeited in full, up to the cost of repairs, to the Association for use in making the necessary repairs.

- ii. Swales and drainage required herein and/or necessary for a Lot and any improvements thereon. The Owner shall submit to the Architectural Review Committee a certificate, by a licensed Louisiana surveyor, that all ditches on site have been properly graded, all culverts are set to proper grade and are free of visible damage. Masonry head walls are required on all culverts.
- iii. Landscaping for a Lot and any improvements thereon. The Architectural Review Committee shall establish a minimum square footage of planted gardens and a minimum number of trees for the front and rear yards (and side yards on corner lots). All yards will require a substantial amount of sod. All ditches and swales shall be properly graded and sodded on both sides.

The Architectural Review Committee shall have the authority to determine deposit amounts and shall refund deposits upon completion of a dwelling and when all requirements have been met.

- (d) Each Owner may be required to create and maintain a drainage way within and immediately adjacent to the interior side or rear lines of his Lot in order to provide and as deemed necessary for drainage as determined by the Architectural Review Committee.
- (e) The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage of surface water run-off, the Architectural Review Committee shall have the right to establish a maximum percentage of a Lot which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Review Committee fails to approve, approve as noted, or disapprove in writing any proposed plans

and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in these Restrictive Covenants. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within four (4) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the object and purposes of these Restrictive Covenants including aesthetic considerations, so long as such grounds are not arbitrary or capricious.

- (f) No mailboxes shall be installed on any Lot, until specifically approved by Architectural Review Committee. A uniform style mailbox may be adopted for use on each lot by the Developer.

10.06 Landscaping Approval.

- (a) To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than the Developer, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Review Committee.
- (b) The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall indicate the area to be covered by grass lawns as well as the area to be left in a natural state. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot or Dwelling where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Subdivision. The same sight-line limitations shall apply to any Lot or Dwelling within ten (10') feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Unless located within seven (7') feet of a building, no Owner other than the Developer shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6") inches or more at a point of four (4') feet about ground level, without obtaining the prior approval of the Architectural Review Committee, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling. All of the landscaping of Lots and Dwellings must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

10.07 Approval Not a Guarantee. No approval of plans and specifications or other architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be

construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions. First floor elevations shall conform at least to the minimum height established pursuant to the Parish Flood Control Ordinance and any regulations promulgated by the authority having control there over. Topography, trees, vegetation and other aesthetic and environmental factors of each individual lot should be taken into consideration in preparing dwelling and site plans.

10.09 Dwelling Size.

(a) No Dwelling, except a Garden Home Dwelling, shall be constructed having less than Two Thousand Eight Hundred (2,800) square feet of Living Area and a minimum of Three Thousand Three Hundred (3,300) total square feet under beam, including a minimum two car garage or carport.

(b) Garden Home Dwellings shall have no less than Two Thousand, Three Hundred (2,300) total square feet under beam, including a minimum two car garage or carport, and a minimum of One Thousand Eight Hundred (1,800) square feet of Living Area.

(c) Garages must side load unless the garage is located at least 25 feet behind the front line of the house, in which event a front entry garage may be used.

(d) Carports, in general, may not enter directly toward front or side street or be located on front of dwelling and must include an additional one-hundred fifty (150) square feet of enclosed storage area, subject to Architectural Review Committee approval on an individual basis.

10.10 Building Location - Culverts - Elevations.

(a) Exterior wall finishes shall be constructed with materials of a consistent nature and mix on all four sides. By way of example, an impermissible mix of materials would be the use of vinyl siding across the entire rear of a primary masonry home. As with all other aspects of any construction, the exterior wall finishes must be approved by the Architectural Review Committee.

(b) Each Lot, except Garden Home Sites, shall have individual setback lines as designated on the Subdivision Plat. Each Owner of a Lot shall consult the Subdivision Map on file with the Architectural Review Committee to determine a Lot's setback line.

(c) Architectural style, proportions and materials of accessory buildings shall preferably match that of the primary structure, and the location, design and appearance of said buildings must be approved in writing by the Architectural Review Committee. In appropriate cases, the Architectural Review Committee may approve an accessory building that typically utilizes materials that do not match the primary structure, such as, by way of example, gazebos or greenhouses. No detached structures shall be allowed nearer than 10 feet (10') to the side or rear property lines; location must be approved by the Architectural Review

Committee.

(d) Except for Lots with subsurface drainage on or immediately adjacent to the front of the Lot, all driveways connecting to the street must have culvert or swale to insure the proper flow of drainage. Culvert sizes must be approved in advance by Architectural Review Committee. All culverts must have masonry head-walls on each end. On all Lots, all driveways and aprons must be concrete, or asphalt, for a minimum of twenty-five feet (25') in length from the paved street, and may not be nearer than three feet (3') to side property lines.

(e) Each Owner, except for an Owner of a Garden Home Dwelling, is responsible for the purchase of the culvert required for his Lot, and shall contact the Architectural Review Committee in order to determine the proper culvert size for the Owner's individual lot.

(f) Any owner who owns two or more adjacent Lots, may construct a building across the common side line of the Lots, subject to compliance with all other setback requirements; however, there shall never be more than one dwelling building on any one (1) Lot, except as otherwise provided.

(g) All fences must be approved by Architectural Review Committee. All fences must be of a see through nature, as solid fences (i.e. wood, masonry, vinyl, etc.) shall not be allowed within the Subdivision. However, solid fencing may be allowed on some perimeter Lots but only where approved by the Architectural Review Committee. Notwithstanding the foregoing, chain link fences are not permitted except as allowed in Section 10.12.

(h) No buildings or other structures, except fences, shall be built on, across, above and/or below any servitudes or easements granted for utility purposes, nor shall they overhang any servitudes or easements granted for utility purposes. Any fences require approval of the Architectural Committee and must not interfere with the purpose or use of the servitude or easement. All utility services shall be underground and no utility facilities from overhead sources shall be constructed or permitted on any lot.

(i) For Lots fairly uniform in topography, the minimum finish floor elevation shall be one (1) foot above the crown of the street fronting the lot. When the topography is such that to follow this rule would mean significant interruption of the natural drainage flow the Architectural Committee should be consulted.

(j) Raised houses must provide lattice or other screening around raised portion of the house, which is subject to approval by the Architectural Review Committee.

10.11 Use of Lots and Dwellings. Except as otherwise permitted herein, each Lot and Dwelling shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease

- (i) is for not less than the entire Dwelling and all of the improvements thereon,
- (ii) is for a term of at least six (6) months, and
- (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the

Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Restrictive Covenants and the rules and regulations adopted hereunder.

10.12 Exterior Appearance. No chain-link fences shall be permitted within the Subdivision, except with regard to dog runs within a Lot, which must be screened by appropriate landscaping and if construction and location of the dog run is approved by Architectural Review Committee, and those fences erected by the Developer. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, 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 on any railing, fence, hedge, or wall.

10.13 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Subdivision, or elsewhere on any portion of the Property, without the express written permission of the Architectural Review Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards and guidelines as may be from time to time promulgated by the Architectural Review Committee. Notwithstanding the foregoing, the restrictions of the Section 10.13 shall not apply to the Developer. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those servitude areas established in Section 3.08 hereof.

10.14 Antennas. No television antenna, satellite dish, radio receiver, or other similar device shall be attached to or installed on any portion of the Subdivision unless contained entirely within the interior of a building or other structure. Small satellite dishes are permitted on the exterior of a dwelling but only when approved by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Review Committee for permission to install a television antenna to be located on the exterior of the Dwelling.

10.15 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Subdivision, provided that up to three (3) generally recognized house pets may be kept, subject to 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. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, 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 10.15, 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 Subdivision 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 rights, subject to Section 11.03 hereof, 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 Areas 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.

10.16 Nuisances. No rubbish or debris of any kind shall be dumped, placed, burned, or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot, Dwelling 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 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 Subdivision or which could result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision not authorized in accordance with the rules and procedures for regular trash pick up, 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 any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

10.17 Motor Vehicles, Trailers, Boats, Boat Docks, Etc. Each Owner shall provide for parking of automobiles in carports or garages equipped with garage doors prior to occupancy of the Dwelling owned or maintained by such Owner. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot or Dwelling or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATV's and ATC's), and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Subdivision if in the opinion of Board of Directors such prohibition shall be in the best interests of the Subdivision. No Owners or other occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling or within any portion of the Common Areas, except

- (i) within enclosed garages or workshops; or
- (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

No structure of a temporary character, trailer, camper, camp truck,

mobile home, or other prefabricated trailer, house trailer, camper, or mobile home having once been designed to be moved on wheels, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Provided further, that no junk vehicle, commercial vehicle, trailer truck, camper, camp truck, house trailer, camper or boat or other machinery or equipment of any kind or character shall be kept upon any lot or in the street adjoining any lot in the subdivision; provided, however, that this restriction shall not apply to vehicles, mobile homes, boats, machinery and equipment enclosed and kept within an enclosed storage room or garage, but not in the front yard; the front yard being measured from the front of the house to the front property line.

10.18 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in these Restrictive Covenants to the contrary, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales offices within the Gatehouse or elsewhere in the Subdivision, signs and model Dwellings, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of the Developer's rights under this Section 10.19 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities. The Developer has the right to control gate operating hours as long as he owns one lot or building site within the subdivision.

10.19 Time Sharing. No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

10.20 Tennis Courts and Swimming Pools. Each tennis court and/or swimming pool shall be located within setback lines specified for each Lot, subject to the approval of the Architectural Review Committee, and the lighting thereof shall be designed to prevent the intrusion of such lighting onto adjacent Lots or Dwellings. All tennis court and overhead swimming pool lights shall be extinguished no later than 10:30 P.M.

10.21 Garbage and Trash Collection Services. The Board of Directors retains exclusive authority to negotiate and contract for the curb-side pick-up of trash and garbage throughout the Subdivision. All refuse, trash and/or garbage containers shall be kept closed and kept within an enclosed area at all times except for those designated pick-up times. All refuse, garbage and trash containers shall be removed from the curb-side and returned to an enclosed storage area within 24 hours of the pick-up.

## **ARTICLE XI**

### **Rule Making**

#### 11.01 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 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 judgment 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 and amendments thereto 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, canceled, 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 majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale.

(b) All vehicular traffic on the private streets and roads in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana and St. Tammany Parish concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision.

11.02 Authority and Enforcement. Subject to the provisions of Section 11.03 hereof, upon the violation of these Restrictive Covenants, the By-Laws or any rules and regulations duly adopted hereunder, including, without limitation, the violation of traffic regulations promulgated by the Board, the failure to timely pay and assessments, the Board shall have the power

- (i) to impose reasonable monetary fines which shall constitute a real obligation and lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation,
- (ii) to suspend an Owner's right to vote in the Association, or
- (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-owner's of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas,

and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-owners or the family, guests, or tenants of his co-owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

11.03 Procedure. Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Subdivision for violations of the Declaration, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying:
  - (i) the alleged violation;
  - (ii) the actions required to abate the violation; and
  - (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, a statement that any further violation of the same provision of these Restrictive Covenants, the

- By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
    - (i) the nature of the alleged violation;
    - (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
    - (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
    - (iv) the proposed sanction to be imposed.
  - (c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

## ARTICLE XII

### General Provisions

12.01 Control by the Developer . Notwithstanding any other language or provision to the contrary in these Restrictive Covenants, in the Articles of Incorporation, or in the By-Laws of the Association, the Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every Owner in the Subdivision, by acceptance of title to his Lot or Dwelling agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of the period of The Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including the Developer if the Developer then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Developer has in its possession.

12.02 Amendments by the Developer . During any period in which the Developer retains the right to appoint and remove any directors and officers of the Association, the Developer may amend these Restrictive Covenants by an instrument in writing filed and

recorded in the Records of the Office of the Clerk of Court in St. Tammany Parish, Louisiana, without the approval of any Owner or Mortgagee; provided, however, that,

- (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Dwelling, or the Common Areas as set forth in these Restrictive Covenants or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon written consent thereto by a majority in number of the then existing Owners affected thereby, or
- (ii) in the event that such amendment would materially and adversely affect the security interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected.

Any amendment made pursuant to this Section 12.02 shall be certified by the Developer as having been duly approved by the Developer, and by such Owner and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by such amendments as are permitted by this Section 12.02, and further agrees that, if requested to do so by the Developer, such Owner will consent to the amendment of these Restrictive Covenants or any other instruments relating to the Subdivision if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith.

12.03 Amendments by Association. Amendments to these Restrictive Covenants, other than those authorized by other Sections hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. such amendment must be approved by 2/3 of the Owners within the Subdivision; provided, however,
  - (i) that any amendment which materially and adversely affects the security interest of any Mortgagee must be approved by such Mortgagee, and
  - (ii) during any period in which the Developer owns a Lot or Dwelling primarily for the purpose of sale, such amendment must be approved by the Developer.
- (c) The agreement of the required percentage of the Owners and, where required, the Developer and any Mortgagee, to any amendment of these Restrictive Covenants shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of these Restrictive Covenants shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.04 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to these Restrictive Covenants, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in these Restrictive Covenants and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, suspending voting rights or rights of use in and to the recreational

facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of these Restrictive Covenants, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery or damages, and that the Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Developer, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of these Restrictive Covenants, the By-Laws, or any rules and regulations of the Association, however long continued.

12.05 Duration. The provisions of these Restrictive Covenants shall run with title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty-five (25) years from and after the date of the recording of these Restrictive Covenants, provided that rights and servitudes which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of such twenty-five (25) year period, these Restrictive Covenants shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with these Restrictive Covenants being automatically renewed and extended upon the expiration of each ten (10) year period; provided, however, that there shall be no renewal or extension of these Restrictive Covenants, if, during the last year of the initial twenty-five (25) year period or the last year of any ten (10) year renewal period, seventy-five (75%) per cent of the total votes of the Association are cast in favor of terminating these Restrictive Covenants at the end of the then current term. In the event that the Association votes to terminate these Restrictive Covenants, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of Court for St. Tammany Parish, Louisiana such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of these Restrictive Covenants shall run with and bind title to the Property as provided thereby.

12.06 Interpretation. In all cases, the provisions set forth or provided for in these Restrictive Covenants shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary,

they shall be so extended or enlarged by implication as to make them fully effective. The provisions of these Restrictive Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of these Restrictive Covenants shall be the date of its filing for record on the Records of the Clerk of Court for St. Tammany Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

12.07 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case full expressed.

12.08 Severability. Whenever possible, each provision of these Restrictive Covenants shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Restrictive Covenants to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of these Restrictive Covenants are declared to be severable.

12.09 Rights of Third Persons. This Declaration shall be recorded for the benefit of the Developer , the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Subdivision, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Developer and Mortgagees, as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of these Restrictive Covenants without the consent, permission, or approval of any adjoining owner or third party.

12.10 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, other Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

12.11 No Trespass. Whenever the Association, the Developer , the Architectural Review Committee, and their respective successors, assigns, agents or employees are permitted by these Restrictive Covenants to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested or by a private commercial courier service such as Federal Express, Purolator, and Emery with written evidence of delivery. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of the Developer at the following address:

ARBOR WALK PROPERTY OWNERS ASSOCIATION  
C/O LONESOME DEVELOPMENT CORPORATION

801 Asbury Dr.  
Mandeville, Louisiana 70471

or at such other address as the Association may from time to time notify the Owners. All notices to the Developer shall be delivered or sent to the Developer at the above address or to such other address as the Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

IN WITNESS WHEREOF, the Developer has executed this instrument as of the date set forth above in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT LLC

\_\_\_\_\_

BY: \_\_\_\_\_  
TIMOTHY R. HENNING,  
MANAGER

\_\_\_\_\_

BY: \_\_\_\_\_  
DON A. McMATH, MANAGER

NOTARY PUBLIC