

DEDICATION OF SERVITUDES, UNITED STATES OF AMERICA
EASEMENTS AND RESTRICTIVE COVENANTS STATE OF LOUISIANA

BY: NORTSHORE INVESTORS, INC PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 17th day of October, in the year of Our Lord one thousand nine hundred and ninety one,

BEFORE ME, HOWARD R FUSSELL, a Notary Public, duly commissioned and qualified in and for the Parish of St, Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

NORTSHORE INVESTORS, INC a corporation organized and existing under the laws of the State of Louisiana, domiciled in St Tammany Parish, herein represented by Donald E. Pate duly authorized, whose permanent mailing address is declared to be 5690 Eastover Drive, New Orleans, LA 70128, hereinafter sometimes referred to as "Developer"

and said Developer does declare as follows:

WHEREAS, Developer is the record owner of a parcel of land located in Sections 21, 22 and 37, Township 7 South, Range 11 East, St Ta Parish, Louisiana, more fully described herein; and

WHEREAS, Developer is developing a residential community on a parcel of property described herein to be known as DRIVER OAKS ESTATES and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, open spaces, walkways, parks, recreations facilities, common areas and other community facilities to be developed as a part of said residential community; and to this end desires to subject the parcel of immovable property described herein and as it may be amended and added to the servitudes, privileges and restrictions hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the map and plat of survey of Kelly McHugh & Associates, Inc., dated May 29, 1991, of record in Clerk Map File No, 1062-B of the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the property described herein and the subsequent owners thereof; and

WHEREAS, in order for Developer to insure a uniform plan of development it deems desirable for the efficient operation of the residential community, and for the maintenance of the values, amenities and safeguards provided in the residential community, to create an association to which shall be delegated and assigned the power and duties of maintaining and administering the common areas and other community facilities, administering and enforcing the within servitudes, privileges, and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, Developer has formed or intend to form the MANDEVILLE RIVER OXKS OWNERS ASSOCIATION, INC (Association), as a non-profit corporation without capital stock under the laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared end agreed to be in aid of a general plan of improvements and development of the parcel of property described herein below and shall be deemed to r with the lend and shall be binding upon Developer, Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the property described herein below

Article I

Property

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with all the buildings and improvements thereon, all the rights, ways, moans, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Sections 21, 22 & 37, Township 7 South, Range 11 East, St Tammany Parish, Louisiana, and more particularly described as follows, to wit:

Commence at the Section corner common o to Sections 9, 10,

15 and 16, Township 7 South, Range 11 East, and measure

North 89 degrees 30 minutes West, 2172.33 feet, thence

South 00 degrees 27 minutes East, 2978.22 feet, thence

South 89 degrees 49 minutes West, 995 feet, thence

South 32 degrees 36 minutes West, 1899.58 feet, thence

East 4747.30 feet, thence South 2125.60 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING measure South 30 degrees 48 minutes 27 seconds east, 716.90 feet thence 212.09 feet along the arc of a curve to the left, having a radius of 235.00 feet, thence 126.41 feet along the arc of a curve to the right, having a radius of 223.94 feet, thence North 47 degrees 06 minutes 06 seconds East, 60.00 feet, thence 259.29 feet along the arc of a curve to the left, having a radius of 261.31 feet, thence North 80 degrees 15 minutes 00 seconds East, 362.00 fast, thence 132.30 feet along the arc of a curve to the right, having a radius of 150.00 feet, thence South 31 degrees 21 minutes 34 seconds East, 91.98 feet, thence South 87 degrees 23 minutes 56 seconds West, 61.03 feet, thence South 13 degrees 08 minutes 52 seconds East, 12.10 feet, thence 136.03 feet along the arc of a curve to the left, having a radius of 90.00 f set, thence South 80 degrees 15 minutes 00 seconds West, 362.00 feet, thence 258.73 feet along the arc of a curve to the right, having a radius of 321.31 feet, thence 92.90 feet along the arc of a curve to the left, having a radius of 163.94 feet, thence 263.86 feet along the arc of a

curve to the right, having a radius of 295.00 feet, thence South 30 degrees 48 minutes 27 seconds East, 161.88 feet, thence South 63 degrees 10 minutes 43 seconds West, 247.67 feet, thence South 44 degrees 45 minutes 26 seconds West, 134.86 feet, thence South 51 degrees 16 minutes 16 seconds West, 291.90 feet, thence South 05 degrees 12 minutes 34 seconds West, 77.27 feet, thence South 45 degrees 52 minutes 04 seconds West, 321.06 feet, thence North 30 degrees 04 minutes 54 seconds West, 176.16 feet, thence North 87 degrees 18 minutes 44 seconds West, 168.84 feet, thence South 58 degrees 25 minutes 42 seconds West, 76.41 feet, thence South 15 degrees 11 minutes 04 seconds East, 71.56 feet, thence North 87 degrees 19 minutes 29 seconds West, 45.51 feet, thence North 04 degrees 42 minutes 23 seconds West, 259.44 feet, thence North 41 degrees 00 minutes 06 seconds West, 94.58 feet thence North 25 degrees 30 minutes 22 seconds West, 132.00 feet, thence North 07 degrees 53 minutes 14 seconds East, 179.06 feet, thence North 11 degrees 02 minutes 07 seconds East, 112.30 feet, thence North 00 degrees 23 minutes 11 seconds West, 90.13 feet, thence North 20 degrees 37 minutes 29 seconds West, 91.44 feet, thence North 26 degrees 30 minutes 00 seconds West, 200.00 feet, thence North 25 degrees 15 minutes 37 seconds West, 110.42 feet, thence North 19 degrees 04 minutes 55 seconds West, 117.88 feet, thence North 11 degrees 16 minutes 40 seconds West, 123.45 feet, thence North 89 degrees 07 minutes 12 seconds, 976.15 feet to the POINT OF BEGINNING, as per survey by Kelly J McHugh & Associates, Inc dated May 29, 1991. Containing 32.42 acres.

Editor's note

Article I, Property has been amended 14 times as follows:

- 1. The First Amendment added May 26, 1993, provided the legal description of Phase 2.**
- 2. The Second Amendment added May 12, 1994, provided the legal description of Phase 2A.**
- 3. The Third Amendment added July 14, 1994 provided the legal description of Phase 3.**
- 4. The Fourth Amendment added March 12, 1996 provided the legal description of Phase 4.**
- 5. The Fifth Amendment added March 27, 1996 amended Article VIII, Building Restrictions, to provide that certain lots (bordering IH 12) had to have a minimum of 2100 square feet.**
- 6. The Sixth Amendment added May 11, 1999 provided the legal description of Phase 6.**
- 7. The Seventh Amendment added October 14, 1999 amended Article VIII, Building Restrictions, to prohibit certain breeds of dogs (Excluded Animals) from being kept on a lot. Article X, Miscellaneous, was amended to modify the Severability section.**
- 8. The Eighth Amendment added February 2, 2000 provided the legal description of Phase 5.**

9. The Ninth Amendment added August 14, 2003, Amendment VIII, Drainage, established a drainage servitude between lots 153 and 154.
10. The Tenth Amendment adopted April 28, 2004, amended Article VI, Rights Under Homeowners Associations and Article VIII, Building Restrictions, provided that the Association through the Board of Directors could select a single contractor for waste collection.
11. The Eleventh Amendment adopted March 8, 2006, amended Article VII Assessments, provided that if an assessment is delinquent on a lot which is subsequently sold, both the former owner and the new owner shall be liable for any money judgment pursuant to collection of the debt.
12. The Twelfth Amendment adopted August 7, 2006 amended Article VIII, Building Restrictions, modified the parking restrictions on campers, boats, trailers, RVs etc. Article X, Miscellaneous, modified Section 2 to include the collection of attorney's fees and to allow the Association to levy and collect sanctions for non compliance incurred in the enforcement of servitudes, privileges, and restrictions.
13. The Thirteenth Amendment adopted March 5, 2009 amended Article VII, Assessments, Section 3, provided that a special assessment could be levied applicable to that year or subsequent years for any construction or reconstruction etc. and that a special assessment could be considered at the annual meeting or at a special meeting called for that purpose.
14. The Fourteenth Amendment adopted November 5, 2013 amended 1) Article V, Homeowners Association, Section 1 and Section 2, subparagraph A) Article VI, Rights Under Homeowners Association, Section 1 and subparagraph C), Article VII Assessments, Section 4 subparagraph A). These changes provide that Association members must be in Good Standing with their assessments including late fees, interest and other fees to vote on Association matters. 2) Amended Article VIII, Building Restrictions, Section 6 subparagraph E) iii. This change modified the no parking on the streets for residents at any time to a specified period of time not more than 24 hours in any 48 hour period, prohibits parking in the yard and provides for a fine if a parking violation is not corrected. 3) Amended Article VIII Building Restrictions, Section 13,. This provides requirements for the installation of solar devices. 4) Amended Article X, Miscellaneous, Section 1 This changed the procedures to amend the Restrictive Covenants. 5) Amended Article X Miscellaneous, Section 4. This changed allowed the Association to dedicate common areas to a public state, parish or municipal agency if in compliance with amended Article X.

The complete amendments can be found in the St. Tammany Parish records.

Article II

Definitions

1. The term "Estates as used herein shall mean and refer to the real property hereinabove described and such additions thereto as made by Developer.

2 The term “Developer” as used herein shall mean and refer to Northshore Investors, Inc., its successor entity.

3. The term “Property Owners’ Association” or “Association” as used herein shall mean and refer to Mandeville River Oaks Owners Association, Inc a Louisiana non-profit corporation, its successors or assigns, which shall be vested with certain management rights and any and all other rights and obligations of it or vested in it.

4. The term Board of Directors as used herein shall mean and refer to the duly elected Board of Directors of the Mandeville River Oaks Owners Association, Inc.

5. The term Lot as used herein shall mean and refer to a numbered parcel of land designated on a plat in the Estates.

6. The term Owner as used herein shall mean and refer to the record owner(s), whether one or more persons or entities, of a lot.

7. The term “Obligations as used herein shall mean and refer collectively to the obligations, covenants, servitudes, conditions, restrictions, reservations, liens and charges Imposed by or expressed by this Act,

8. The term Plan of Estates or Plat” as used herein shall mean and refer to the official plan of the property subject to these restrictions including Estates property added after the date of these covenants.

9. The term Architectural Review Committee or Committee” as used herein shall mean and refer to that Architectural Review Committee, its successors or assigns, which has been created by this Act of Restrictions, and which shall be vested with all rights and obligations required of it, as set forth herein.

10. The term “Residence” as used herein shall mean and refer to a single dwelling, accessory building(s) as defined by the Comprehensive Zoning Ordinance of St. Tammany Parish, and private garages.

11. The term “Common Areas, Open Spaces and Community Facilities’ as used together or separately shall mean and refer to all servitudes, easements, recreational facilities, real property, appurtenances and other property now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its members, The use of the Common Areas, Open Spaces and Community Facilities shall be subject to the control and authority of the Association.

Article III

Ownership of Common Areas, and

Creation of Servitudes

Section 1. Transfer Obligation of Developer. When the articles of the Mandeville River Oaks Owners Association, Inc., are recorded in the official records of St. Tammany Parish, Developer may transfer to the Association legal title to a parcel or parcels of property which shall be considered as Common Areas,

Section 2. Right of Control. The Common Areas shall be held and maintained subject to the control of Developer until such time as the control is relinquished to the Association,

and thereupon the Common Areas shall be held and maintained subject to the control of the Board of Directors, When the authority over the Common Areas is granted to the Board of Directors, the Board of Directors shall have the power and authority to construct, maintain and repair active and passive facilities upon the Common Areas, including, but not limited to, any lakes, ponds, canals, ditches, tennis facilities, swimming pools, club houses, marinas, swings, benches, jogging trails, servitudes, roads, rivers, walkways, utility conduits, parks and related facilities, The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas,

Article IV

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to the property described in Article I without the consent of the class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until these restrictions are formally amended in writing to include additional property.

Section 2. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication, servitudes, prescriptions and restrictions with the Clerk of Court for St Tammany Parish, Louisiana, which supplementary act of dedication may extend the scheme of the within act of dedication to such annexed property Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property.

Editor's note

The 14th amendment to the Restrictive Covenants modified Section 2 subparagraph A of Article V to include members must be in Good Standing with respect to the payments of all assessments to be able to vote on Association issues.

Article V

Homeowners Association

Section 1. Dedication. For the purpose of controlling, regulating and maintaining the Common Areas, Open Spaces and Community Facilities, and further furnishing all common community services of every kind and nature required and desired within the Estates for the general use and benefit of all lot owners in the Estates, each and every lot, by accepting a deed and purchasing a lot or entering into a contract with regard to any lot in River Oaks Estates, does agree to and does bind himself to be a member of and be subject to the obligations duly enacted in the articles of incorporation and by-laws and rules of the. Mandeville River Oaks Owners Association, Inc a non-profit corporation. The Association is specifically authorized and empowered to assess individual lot

owners, and to provide for the collection of said assessment in accordance with LSA R.S. 9:1145, et seq.

Section 2. The Association shall have two classes of voting membership:

A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject to this act of dedication, **and who has timely and fully paid all applicable Annual and Special Assessments as set forth in Articles VI and VII below**, shall be a Class A member of the Association **in Good Standing**, Each class A member of the Association **who is in Good Standing** shall be entitled to one (1) vote for each lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

B) There shall be six hundred (600) class B memberships, all of which shall be issued to the Developer or its nominee or nominees, The class B members shall be entitled to one (1) vote for each class B member so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

- i) Thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal six hundred (600): or
- ii) On January 1, 2020; or
- iii) Upon surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every lot in which the Developer holds the interest otherwise required for such class A membership.

Editor's note:

The 10th amendment to the Restrictive Covenants added paragraph D) below and Section 14 to Article VIII and was recorded in the St. Tammany Parish records April 28, 2004.

The 14th amendment to the Restrictive Covenants modified Section 1 and subparagraph C of Article VI to include members must be in Good Standing with respect to the payments of all assessments to be able to vote on Association issues.

Article VI

Section 1. Members Right of Enjoyments. Subject to the provisions of this act of dedication, the articles of incorporation, by-laws of the Association, and regulations established by the Association for the community, from time to time, as amended, every **Class A Member of the Association in Good Standing** shall have the right of use and enjoyment in and to the Common Areas and Common Facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following:

- A) The right of the Association in accordance with its articles of incorporation and by-laws and regulations, to borrow money for the purposes of improving the Common Area and Community Facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and
- B) The right of the Association, with the consent of the owners of fifty-one percent (51%) of the lots, to levy reasonable assessments, admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the members of the Association and their Quests; and
- C) The right of the Association to pass and enforce such other rules and regulations for the use of the Community Facilities **and control of voting privileges**, including the right to enforce various sanctions against the Owners of lots in River Oaks Estates including, but not limited to, the right of suspension **of an Owner's voting privileges**, fines and penalties, and assessments of the costs of non-compliance of a lot owner to an individual lot owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.
- D) The right of the Association, through its Board of Directors to select a single entity to be the sole and exclusive residential waste collection and removal contractor for all improved Lots in the Estates in accordance with Article VIII, Section 14 herein.

Article VII

Assessments

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record owner of any lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" equal to one—twelfth (1/12) of the member proportionate share of, the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out herein and in the articles and by-laws of the Association, including, but not limited to, the following:

- A) The cost of all operating expenses of the common areas and community facilities and services furnished, including charges by the Association for facilities and services furnished by it; and
- B) The cost of necessary management and administration, including fees paid to any Management Agents; and
- C) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- D) The cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other Insurance as the Association may effect; and

- E) The cost of security guard services, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the common areas or otherwise; and
- F) The cost of maintaining, replacing, repairing and landscaping the common areas and community facilities (Including, without limitation, the cost of maintaining, replacing and repairing the streets, roadways, buildings, recreational facilities and open areas of RIVER OAKS ESTATES) and such equipment as the Board of Directors shall determine to be necessary and proper; and
- G) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi—annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

Section 2. Annual Assessment Procedure. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection, by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or community facilities or by abandonment of any lot belonging to him.

Editor's note

Section 3 was modified by the 13th Amendment and recorded in the St. Tammany Records on 3/5/09.

Section 3. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy a special assessment or assessments, **applicable to that year or subsequent years**, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the common areas or community facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members **representing a simple majority of (a) the Class A votes**

cast at a duly noticed meeting wherein a quorum is present, and (b) the class B votes as long as the Class B memberships are in existence. A special assessment may be considered and approved at an annual meeting or at a special meeting of the members duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than **sixty (60) days**, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 4. Non-Payment of Assessment. Non-payment of assessments shall be handled in the following manner:

Editor's note

Section 4 A was modified by the 11th amendment and recorded in the St. Tammany Records on 3/8/2006. This amendment provides that delinquent assessments do not terminate with sale of the lot and the new owner and former owner are both responsible for the payment of the debt

Section 4 was modified by the 14th amendment and recorded 11/5/13. This amendment provides for the suspension of voting privileges related to delinquent assessments.

A) Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and **shall not terminate upon conveyance of the Lot. In the event a Lot is conveyed and assessments are outstanding and not paid at or prior to closing, the new Owner of the Lot, taking title thereto, covenants and agrees to pay the delinquent assessments, charges, interest or other fees which accrued prior to the closing of the new Owner's acquisition of the Lot. In that event, the former and new Owners shall be solidarily liable for the payment of the delinquent assessments, charges, interest or other fees.** A suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law. **In addition to the remedies specified in this Section, should any Owner become delinquent in the payment of any Assessment, including, but not limited to Special Assessments levied under the terms of these Restrictive Covenants, the rights and privileges of the delinquent Owner to vote on any issue(s) before the Association, either in person, by proxy or ballot, at any meeting, general or special, may be suspended by the Board of Directors until such time that the delinquent Owner pays all outstanding assessments, fees, interest, dues or other charges levied against them pursuant to these Restrictive Covenants. The Board of Directors is authorized to delay the enforcement of the voting rights suspension specified herein upon satisfactory proof of hardship by the Owner, and upon the Owner making arrangements satisfactory to the Board of Directors for the payment of all past due amounts. If, after the submission of a satisfactory payment plan to the Board of Directors, a delinquent Owner fails to comply with the terms and conditions of the accepted payment plan, the voting privileges of the delinquent Owner shall be subject to the immediate suspension under the terms of this provision, without notice or any further action by the Board of Directors.**

B) Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed 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 penalty of a "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender,

Section 5. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full,

Section 6. Annual Membership Assessment. Subject to the following sections, the initial maximum annual assessment for each of the lots to which class A membership is appurtenant shall not exceed the sum of \$120.00 per annum for a vacant lot upon which a dwelling has not been constructed and prior to first occupancy, and shall not exceed the sum of \$300.00 per annum for a lot upon which a dwelling has been completed end has been at one time occupied. The monthly rate for a lot owner shall commence upon taking title to property from the Developer. Provided that in the event the Developer transfers a Lot to a licensed Louisiana contractor the assessments shall not become due or begin accruing until the Lot is sold by the licensed Louisiana contractor to a third party purchaser. At the time of sale by the licensed Louisiana contractor to a third party purchaser the ass shall be collect in accordance with Article VII Section 9.

Section 7. Developers Assessments. Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for In Article 5 of this act of dedication.

Section 8. Increase In Maximum Assessment. The increase in assessments is limited as follows:

A) From and after January 1, 1992, the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.

B) From and after January 1, 1992, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding "section 5" by an affirmative vote of fifty one per cent (51%) of the class A members. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all of the class A and members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of s meeting.

Section 9. Commencement Of Annual Assessment. The annual assessment for each membership shall be due and payable in full at the Act of Sale of a Lot from the Developer; provided that in the event the Developer transfers a Lot to a licensed Louisiana contractor the assessments shall not become due or begin accruing until the Lot is sold by the licensed Louisiana contractor to a third party purchaser. At the time of sale by the licensed Louisiana contractor to a third party purchaser the assessments shall be collected in accordance with Article VII. After one (1) year from date of the Act of Sale of a Lot from the Developer, the annual assessment for any lot shall be payable monthly (one-twelfth of the total annual assessment payable each month) on the 1st day of each successive month,

Article VIII

Building Restrictions

Section 1. Residential Purposes.

- A) No lot shall be used except for one (1) single-family dwelling, accessory buildings and a private garage. No trailer, tent, shack, barn or other buildings of a temporary character shall be placed, erected or permitted to remain on any lot, nor can they be used as a residence, temporary or permanent.
- B) Except for the Developer office, or a model home constructed by either the Developer or a building contractor, no profession shall be conducted in or on any portion of a lot or in any improvement thereon, unless it is permitted by the applicable zoning ordinances.
- C) Nothing herein contained shall be construed to permit any development operations or drilling for oil, gas or other minerals, or any quarrying or mining, or placing maintaining on the lots of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations.
- D) No building materials or temporary buildings of any kind or character shall be placed or stored upon a lot until the Owner is ready to commence improvements, Upon commencement of any such improvements, any temporary building or building materials shall be placed, stored or located on the lot on which the improvements are to be located not closer than twenty (20) feet from the front lot line; not closer than five (5) feet from either side lot line or not closer than forty (40) feet from the rear lot line. No such improvements, temporary building or building materials shall be placed in the streets or between the street curb and the property line of said lot, Any such temporary building or improvements of any kind shall be maintained in a neat, attractive and clean condition. All building materials shall be neatly stored or placed on the lot. Construction trash shall be removed daily.

Section 2. Building Sizes and Construction.

Editor's Note

The Fifth Amendment, recorded on March 27, 1996, provided the following for lots 87 – 98, 106 -109, 119 – 135 and 144 – 147:

One story single-family dwellings were permitted to have a minimum ground floor living area of 2100 square feet.

Two story single-family dwellings were permitted to have a minimum ground floor living area of 1400 square feet and a minimum total floor living area of 2100 square feet.

This complete amendment can be found in the St. Tammany Parish records.

- A) No one-story single-family dwelling shall be erected, placed or permitted on a lot other than a one-story, single-family dwelling having the following minimum ground floor living area of 2,500 square feet.
- B) No two-story, single-family dwelling shall be erected, placed or permitted on any lot other than a two-story single-family dwelling having a minimum ground floor living area of 1,500 square feet and a minimum total floor living area of 2,500 square feet.
- C) All buildings constructed or erected on any lot shall conform to the ordinances and statutes thereunto pertaining.
- D) No building on a lot shall exceed thirty-five (35) feet in height as defined in the Zoning Ordinance for St. Tammany Parish and no garage may be greater in height or number of stories than the single-family dwelling for which it is built to serve. Enclosed garages of sufficient size to accommodate not less than two (2) automobiles of standard size must be provided for all dwelling. Carports shall not be permitted unless the carport contains an enclosed storage shed connecting to the carport. Each dwelling shall have a concrete driveway leading from the garage to the hard surface portion of the street adjacent to the dwelling constructed in accordance with Article VIII Section 4 herein.
- E) For the purpose of this section the phrase floor living area shall mean only heated and cooled area of the main living structure and excludes garages, eaves, patios and porches.

Section 3. Location of Buildings.

A) Except as hereinafter provided, no dwelling, building or part thereof, including any garage or accessory building, on any lot shall be located nearer than forty (40) feet to the front lot line or nearer than fifteen (15) feet to the side street line, if applicable, or nearer than ten (10) feet to either interior side lot line (if not a side street line) or nearer than thirty (30) feet to the rear lot lines. Provided, however, that a garage need be set back only five (5) feet or more from any such interior side line. Swimming pools, patios and decks shall not be located nearer than twenty (20) feet from the rear lot line. For purposes of this provision, eaves, steps and open porches shall be considered as part of the building.

For some lots within the Estates, it may be impossible or inadvisable to develop setback requirements according to these standards due to nature terrain, lot configurations and/or proximity of adjacent structures. Therefore, the Architectural Review Committee in good faith may approve specific reasonable deviations to these setbacks which it believes to be beneficial to specific Residences or to adjacent Residences.

- B) No building or any part thereof, even of temporary nature, may be placed within a utility servitude or within any established Drainage Servitude,
- C) Developer has provided utilities to each lot in accordance with rules and regulations established by the utility companies and the Parish of St. Tammany. Any

alteration, modification or reconstruction of these utility facilities, including electrical transformers, shall be at the sole cost and expense of lot Owner.

Section 4. Driveways and Sidewalks.

A) Location of the driveway on the lot must not interfere with the location of electrical transformers within servitudes along the various property lines of the lot. No driveway shall be constructed without the prior written approval of the Architectural Review Committee as to its location, which said location shall not be located nearer than two (2) feet to any side lot line.

B) Driveways shall run from the garage to the street and shall be constructed of reinforced concrete. Concrete driveways shall have expansion joints not more than twenty (20) feet apart with one joint at the back of the curb. The minimum width of a driveway shall be nine (9) feet. The width of the driveway at the street curb shall widen to a minimum of fifteen (15) feet (not to encroach past any side property line extension); the driveway shall be at least three and one (3½) inches thick and shall be poured against a horizontal form board at its end toward the street curb.

C) Walkways on the lot going from the street curb to the single-family dwelling shall have a minimum width of four (4) feet and shall be constructed of material approved by the Architectural Review Committee. Owner shall at all times maintain and keep said walkways and sidewalks in good condition and repair to the quality and type of the original construction and shall indemnify and hold harmless the Association for any causes of action, damages, claims, liability or monies spent, including attorney fees, court costs and costs of defense, arising out of or in any way connected with the failure of Owner to maintain the said walkways and sidewalks in good condition and repair as required herein.

D) Subject to the rights of any utility servitude grantee; an Owner shall have the right to extend and maintain his sidewalks, walkways and driveway into the street right-of-way between the street curb and the front lot line provided, however, that such locations and plans for same have been approved by the Architectural Review Committee.

Section 5. Yard and Housing Lighting. Each lot shall have a gas or electric light fixture on a pole or a post either in the front yard or on the front wail of the single-family dwelling. The design, height and location of said fixture shall be subject to the approval of the Architectural Review Committee.

Section 6. Appearance and Use Restrictions of Lots.

A) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container that shall not be visible from the street. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Incinerators and burning of trash are prohibited.

B) Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased or damaged trees on any lot which might create a hazard to property or person shall be promptly removed or repaired and, if not removed by Owner, then the Property Homeowners' Association may, but shall not be required to, remove such trees at Owner expense. The Association shall not be liable for any damage resulting from or caused by such removal.

C) No noxious, offensive activities shall be carried on, on any lot described herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adjoining lot Owners.

Editor's note

Paragraph D was amended 1/14/1999 by the Seventh Amendment to the Restrictive Covenants and recorded in the St. Tammany Parish records

D) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any commercial purposes. **Except for "Excluded Animals" (hereinafter defined), no more than a total of three domesticated household pets at any one time such dogs, cats or other household animals may be kept or maintained on any Lot. All such household pets allowed on a Lot are prohibited from being off the animal owner's lot unless attended by the owner of the pet. No Lot owner shall keep or maintain on any Lot the following animals: (i) any dog identifiable as or related to an Akita, Alaskan Malamute, American Staffordshire Terrier, Beligan Malinois, Chow Chow, Doberman Pincher, Pit Bull, Rottweiler, Sharpei or Siberian Husky dog breed or (ii) any dog or animal which by majority vote of the Board Association is determined to present an unreasonable risk of harm to the residents, Lot owners of guests of the Subdivision. Any animal within Subpart D(i) or D(ii) is herein referred to as "Excluded Animals".**

Editor's note

Article VIII, Building Restrictions, Section E) ii was amended 8/7/2006 with respect to the parking of trailers, boats and recreational vehicles.

Article VIII, Building Restrictions, Section E) iii was amended 11/5/13 to establish parking policies.

E) Vehicles

i) No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the street except when making a delivery.

ii) The parking of trailers, boats or recreational vehicles will not be allowed on a lot, unless it is parked inside an enclosed garage. **Notwithstanding the foregoing, a boat on a trailer may be parked within a fenced backyard if the Owner requests and receives advance written approval from the Architectural Committee approving the fence and the parking of the boat within the fenced enclosure. The Architectural Review Committee has the discretion to deny any such approval if, in the sole judgment of the Architectural Review Committee, the parking of the boat in the rear yard creates a nuisance or is otherwise unsightly or unattractive due to its size of the boat and/or the size and design of the fence.**

iii) **Parking of a passenger vehicle on any portion of the Lot other than the area in a garage, covered car storage, or carport, or driveway is prohibited. Passenger vehicles and automobiles owned by a resident shall not be parked on any street, except temporarily for a period not to exceed twenty-four hours (24) in any forty-eight hours (48) period. Any violations of this provision will receive of said violation and may incur a daily fine, to be set by resolution of the Board of Directors, until**

said violation is cured. The Board of Directors may also elect to enforce this provision by way of the other enforcement mechanisms set forth in Article X, Miscellaneous, Section 2. Construction and Enforcement, infra

F) No tent, mobile home, trailer of any kind or similar structure, and no truck, camper or boat shall be maintained, constructed, reconstructed or repaired on a lot, except in a garage or other building structure previously approved by the Architectural Review Committee. The doors of garages and other building structures previously approved by the Architectural Review Committee to store trucks, campers or boats shall be closed at all times except for entry and exit.

G) No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any lot other than in a garage or other structure previously approved by the Architectural Review Committee

H) No satellite dish or antenna for transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any lot, whether attached to a building, structure or otherwise, other than a master or community antenna approved by the Property Homeowners' Association. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

I) No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals shall be constructed, placed or maintained anywhere in or upon any lot other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements.

J) No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used or placed upon a lot. All homes shall have a security system connected to a central station, and the system shall be approved by the Architectural Review Committee.

K) No lines or hanging devices are allowed for the drying of clothes or other purposes, unless within an enclosure not visible to any lot or from any street.

L) No flag pole or flag staff shall be permanently erected on any lot or permanently attached to any structure on any lot unless approved by the Architectural Review Committee. Only the flags of the United States of America and the State of Louisiana shall be flown or displayed within the subdivision.

M) Any building other improvement on the lot that is destroyed partially or totally by fire, storm or other casualty shall be repaired within six (6) months or demolished and removed within three (3) months of such casualty and the lot shall be restored to an orderly, attractive and neat condition.

N) No residence within the Estates shall be used in any manner that will materially increase the hazard of fire to any part or portion of any property within the Estates or adjoining the property within the Estates.

O) No privy, cesspool, septic tank or disposal plant shall be located on a lot. All residences shall hook up to and utilize the central sewerage and water system servicing the Estates. No individual water wells shall be drilled on any lot without the approval of the Architectural Review Committee.

P) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of a single family dwelling for a period not to exceed 180 days (commencing from the day of the first delivery of any such building materials) or any approved structure, unless such materials are visually screened from any lot, adjoining property or any street or road in a manner approved by the Architectural Review Committee. During the course of construction, it shall be the responsibility of the Owner to insure that the lot is kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot. The builder shall use bales of hay or other satisfactory means to prevent mud and dirt from flowing into the street. All debris and trash shall be removed in a timely manner as may be determined by the Architectural Review Committee.

Editor's note:

The Ninth Amendment to the Restrictive Covenants added ii) (c) below and was recorded in St Tammany Parish on August 14, 2003.

Q) Drainage

i) No Owner shall in any way interfere with or alter the established drainage pattern of water over his lot or interfere with drainage over and through any drainage servitude on his lot

ii) With respect to the said established drainage pattern, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each lot Owner for his lot, to wit:

(a) Each lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Review Co indicates otherwise

(b) Each lot Owner shall create and maintain a drainage-way (swale), being five feet in width, within the five feet of his lot inside end immediately adjacent to the interior side lot lines of his lot, in order to provide for and to carry drain water from his lot and from the adjoining lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

(c) In addition to the foregoing, a ten foot (10) wide, irrevocable, perpetual servitude of drainage is hereby created along the lot line common to Lot 153 and Lot 154, as more particularly identified and described in "Exhibit A" attached hereto and made part hereof, for the purpose of providing

underground drainage for the benefit of Lots 152, 153, 154, 156, 186, 187 and 188.

The current owners of Lot 153, Francois and Lisa Menuier, and the current owners of Lot 154, Timothy G. Carden and Marueen F. Carden, concur and join in the granting of this drainage servitude over their respective lots, as confirmed by their signatures hereto.

iii) Each Owner shall permit reasonable ingress and egress on his lot by the Developer and/or the Association for the purposes of maintenance and purpose of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no obligation of the Developer or the Association for any drainage construction or maintenance

iv) With respect to the drainage of his lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Review Committee at the time he shall construct a residence on his lot.

Section 7. Fences, Walls and Hedge Rows.

No fence, wall or hedge shall be located on any lot nearer to any front or side street than is permitted for the location of a dwelling or building on said lot, No fence, wall or hedge shall be higher than six (6) feet from the ground. All fences shall be made of material approved by the Architectural Review Committee and the design of the fence must be approved by the Architectural Review Committee. Under no circumstances shall wire or chain link fences be permitted on any portion of any lot.

Section 8. Landscape Requirements and Restrictions

A) Each Owner in the Estates shall be responsible for planting trees or other landscaping material in the street right-of-way fronting his lot between the curb and the front lot line. The type of landscaping must be approved by the Architectural Review Committee and shall in no way interfere with the utility servitudes in said street right-of-way.

B) No tree measuring six (6) inches or greater in diameter at a point one (1) foot above ground level may be removed without prior written approval of the Architectural Review Committee, unless they are located within ten (10) feet of the approved location for a building on said lot or within the approved right-of-way of a driveway sidewalk or a walkway. The Architectural Review Committee may designate certain trees regardless of size, located outside of the building setback lines as unremovable. When carrying out the provisions of this Section, the Architectural Review Committee, its agents and contractors may from time to time enter upon the lot during reasonable hours for the purpose of inspecting and marking trees. The Architectural Review Committee, its agents and contractors shall not be deemed to have committed a trespass or wrongful act solely by reason of any such entry or inspection, provided such inspection is carried out in strict accordance herewith.

Section 9. Placement of signs on Property.

A) The municipal address number of the lot shall be displayed on the mailboxes in the method previously approved by the Architectural Review Committee. If additional

address numbers are desired, they may be placed on the front of the house after approval of the Committee. Only numbers of standard design available from the Architectural Review Committee shall be permitted.

B) No signs or advertising device of any nature or kind, may be placed or kept on any lot, except lot identification signs or builder's signs for use during the construction or sales period, which signs have been approved by the architectural Review Committee.

Section 10. Mailboxes. All mailboxes in the Estates shall be of a standard design previously approved by the Architectural Review Committee, and delivered to Owner or Owner's architect for installation at the Owner's expense.

Section 11. Restrictions for Waterfront Lots. Any lot which shall abut upon any lake, canal or other waterway (hereinafter collectively referred to as waterway shall be subject to the following additional restrictions:

A) No wharf, pier, bulkhead, boat house, boat launch, boat hoist, or other structure or obstruction shall be built or maintained upon any lot abutting a waterway or into or upon any waterway on a lot without the prior written approval of the Architectural Review Committee,

B) The submission for approval of a use within section 1 above shall be made to the Architectural Review Committee in writing along with all documents required under Article VII herein together with copies of all necessary federal, state and local approvals and permits which may be required for the construction/structure.

C) Developer, and the Association, its successors or assigns shall not be responsible for the erosion of any lots caused by the waters of any lake, waterways, canal or drainage servitude area.

D) The lot Owner shall fully comply with all State, Federal and local laws, rules and regulations in connection with the construction and maintenance of any structure under this section. Each lot Owner does hold Developer, the Association and the Architectural Review Committee harmless for all claims, losses, penalties, fines and damages, including attorney fees, incurred by Developer arising from a lot Owners activities under this section.

Section 12. Use of Boats. Neither the Developer nor the Association shall be liable or responsible for any death, accident or injury occurring upon or within any waterways or lake. The user of such waterways or lake shall assume all risks in connection therewith.

Editor's note:

The 14th Amendment to the Restrictive Covenants was recorded in St Tammany Parish on 11/5/13 to include procedures to regulate solar collection devices.

Section 13. Swimming Pool

A) Swimming pools, patios and decks shall be located on the rear portion of the lot and shall not be visible from any street within the Estates. Swimming pools, patios and decks shall not be nearer than twenty (20) feet to any rear lot line nor located in any required side yard area.

B) Swimming pools, patios and decks shall be constructed in the ground and shall be at normal ground level.

C) A fence of a design approved by the Architectural Review Committee that complies with the ordinances and/or requirements of the Parish of St. Tammany shall completely enclose any swimming pool.

D) Solar Collecting Panels or Devices.

The Developer recognizes the benefits to be gained by permitting the use of solar energy as alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and Improvements thereon, thereby protecting the value generally of the Property and various portions thereof Owners' respective investments therein. Therefore, subject to prior approval from the plans therefor by the Architectural Review Committee, solar collecting panels may be placed, constructed or maintained on any Lot within the Property so long as such solar collecting panels and devices are placed, constructed or maintained in such location(s) and with such means of screening or concealment at the Architectural Review Committee my reasonable deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Developer (during the Class "B" Control Period) shall have the right, without consent or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Developer or the Association (as applicable) deems appropriate after the effective date of this declaration.

Editor's note:

Section 14 was added as part of the 10th amendment to the Restrictive Covenants and recorded in St. Tammany Parish on April 28, 2004.

Section 14. Waste Collection.

All trash, garbage and recyclables (collectively referred to hereinafter as "waste") shall be collected and removed by a single entity ("Waste Collector") selected by the Board of Directors of the Association. The Waste Collector shall be the sole and exclusive residential waste collection and removal contractor for all improved Lots and shall be engaged upon terms and conditions approved by the Board of Directors, subject to the right of the Board of Directors to periodically review said terms and conditions and, at its discretion, renew or terminate any such agreement and select a new collector. Each Lot owner shall be responsible for all payment of the charges imposed by the Waste Collector for the collection and removal of waste from their respective Lot(s), and said charges shall not be the responsibility of the Association. This Section shall not apply to the collection and removal of waste or building materials resulting from any construction or renovation of a dwelling.

Architectural Review

Section 1. Review Submittals. No building, fence, wall or other structure or additional landscaping (except all original construction, improvements and landscaping by Developer within the Estates and landscaping within any enclosed private areas) shall be erected, altered, repaired, planted or removed until the (i) building plans, (ii) building specifications, (iii) a plot plan showing the building location, elevation, drainage and lot grading of the lot, and (iv) the landscaping plan showing the location and type of trees, shrubs, plants and flowers to be used, shall have been furnished to and approved in writing by a majority vote of the Architectural Review Committee for compliance with this Act of Restrictions. Two (2) sets of such plans, specifications, and plot plans shall be submitted to the Committee. Upon review and approval by the Committee, one (1) set of plans shall be retained by the Committee and one (1) set shall be returned to the Owner. The Committee, before giving such approval, may require that changes be made to comply with such requirements as the Committee in its sole and absolute discretion may impose as to the architectural features of the said building or other structure, the type of building materials used or other features or characteristics thereof not covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished grade elevation.

Section 2. Architectural Review Committee Members, There is hereby created the Architectural Review Committee, which Committee shall be composed of three (3) natural persons of the full age of majority. The first members of the said Committee are the following:

1. Donald E Pate
2. Mark E. Johnson
3. Thomas K. Windinger

The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative(s) shall be entitled to any compensation for services performed in connection herewith, except for licensed engineers, licensed architects and/or licensed landscape architects, The original members of the Committee and their successors appointed as aforesaid shall serve at the pleasure of the Board of Directors.

Section 3. Removal and Replacement. The Board of Directors shall have full authority to appoint and remove members of the Architectural Review Committee and to establish the terms of office and other rules and regulations relating to the Architectural Review Committee and its operations, including the right to establish fees based on the expenses of the review.

Section 4. No Liability. Neither the Architectural Review Committee nor any member or representative thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications or in the structure of improvements erected therewith.

Editor's Note

The 14th Amendment to the Restrictive Covenants was recorded in St Tammany Parish on 11/5/13 to amend Article X, Miscellaneous, Section 1 to change the procedures to amend the Restrictive Covenants and Section 4 to dedicate the streets to the public, state, parish or municipal agency.

Article X

Miscellaneous

Section 1. Duration - Amendment, The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this Act of Dedication and Restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this Act, after which time the said servitudes, privileges and restrictions contained herein automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots (**a majority counted as one Owner per lot owned**) has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV herein, **or as set forth herein below in subsection A or B**.. The terms and provisions of this Act of Dedication and Restrictions, or any of the servitudes, privileges or restrictions herein contained, may be amended or modified in whole or in part **by an Act of Amendment or Modification signed by a majority of then serving members of the Board of Directors of the Association or by the Developer and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The Act of Amendment or Modification** may be executed unilaterally by the Developer so long as the Developer continues to own Class B shares, or may **be executed by the Board of Directors only after compliance with the applicable provision set below:**

A) If the Amendment or Modification deals with the acquisition, sale, transfer or dedication of any real property owned by the Association, such acquisition, sale, transfer or dedication shall be authorized and approved by the affirmative vote, in person or by authenticated proxy or authenticated ballot, of at least 51 percent (51%) of the Owners of Lots (one vote per Lot owned), existing and in Good Standing at the time of the vote, said vote to take place at a meeting specially called and noticed as provided under the By-Laws of the Association, for the purpose of discussing and voting on the issue of acquisition, sale, transfer, or dedication of property, as the case may be: or

B) If the Amendment or Modification deals with any matter covered and included within this Act of Dedication and Restrictions, other than the acquisition, sale, transfer, or dedication of any real property owned by the Association, then the Amendment and Modification shall be authorized and approved by the affirmative vote, in Person or by authenticated proxy or authenticated ballot, of at least a super majority (2/3) of the Owners of Lots (one vote per Lot owned), who are present and

in Good Standing, at any meeting of the Association (general or special) called and held in accordance with the By-Laws of the Association, at which a quorum is present, so long as the proposed Amendment and Modification was expressly set forth in the notice of said meeting, as provided in the By-Laws.

Section 2 was modified by the 12th amendment on 8/7/2006

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of RIVER OAKS ESTATES. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof. **The Association shall also be entitled to recover reasonable attorney's fees and costs incurred by it in connection with the enforcement of these servitudes, privileges and restrictions.**

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages, but may be remedied only by injunctive relief.

In addition to all other relief authorized herein, the Association is further authorized to levy and collect sanctions against Owners of Lots in the Estates for non compliance with the within servitudes, privileges or restrictions or regulations, including, but not limited to reasonable fines, penalties, and/or assessments of any costs which the Board of Directors of the Association in its sole discretion deems necessary and proper.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Community Facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facility. **However, the Association may dedicate the streets, rights of way or other specified Common Areas then belonging to the Association to a public, state, parish or municipal agency or entity only upon compliance with the provisions of Article X, Section I, subsection A) set forth hereinabove.**

Editor's note

Section 5 was amended 1/14/1999 by the Seventh Amendment to the Restrictive Covenants.

Section 5. Severability. If any clause or provision of these servitudes, privileges or restrictions is illegal, invalid or unenforceable under present or future laws, then and in that event, the illegal, invalid or unenforceable clause or provision shall be deleted and the remainder of the servitudes, privileges and restrictions shall not be affected thereby, but shall remain in full force and effect.

Section 6, Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of Laura Lloyd Stanley and Autumn M. Bassett, competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

NORTHSHORE INVESTORS, INC.

Signed: LAURA LLOYD STANLEY
AUTUMN M. BASSETT

Signed: DONALD E. PATE

Signed: HOWARD FUSSELL

NOTARY PUBLIC