

ACT OF BUILDING RESTRICTIONS,
CONDITIONS, AND
PROTECTIVE COVENANTS
FOR
LAFITTE'S COVE ESTATES

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
* PARISH OF JEFFERSON
*

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BE IT KNOWN that on the _____ day of _____, 2006;

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

Meith Development, L.L.C., a Louisiana limited liability company organized under the laws of the State of Louisiana, whose Article of Organization are recorded in the office of the Louisiana Secretary of State, said company being domiciled in Plaquemines Parish, Louisiana, herein appearing by and through its duly authorized Member, Robert K. Meith, authorized by virtue of that certificate of authority, original of which is attached hereto and made part hereof, with its permanent mailing address at 204 Lilly Bank Drive, Belle Chasse, Louisiana, 70037;

(hereinafter referred to as the "Developer"), who after being duly sworn, declared that:

WHEREAS, Developer is the owner of certain real property commonly referred to as Lafitte's Cove Estates, which is located in Jefferson Parish, Louisiana and is more fully described on Exhibit "A" attached hereto and made part hereof;

WHEREAS, Developer desires to create a planned residential community upon the aforesaid property;

WHEREAS, on _____, the Jefferson Parish Council adopted Ordinance No. _____ granting final approval of the plan of resubdivision with respect to the aforesaid property, in accordance with a plat of survey of Dufrene Surveying & Engineering, Inc., dated August 5, 2005, which approved plat of resubdivision is recorded in the conveyance records of Jefferson Parish, Louisiana at COB _____, Page _____ (the "Approved Plat")

WHEREAS, Developer desires to preserve the natural beauty and to protect, conserve, and enhance the values and amenities of the subdivision shown on the Approved Plat, to assure

the best use and most appropriate development, and to prevent the design and construction of inappropriate and/or incompatible buildings and improvements; and in pursuance of a general development plan governing building standards, specified uses, and improvements, the Developer, desires to subject the immovable property that is the subject of the above referenced Ordinance and the Approved Plat (the "Subdivision") to the Act of building restrictions, conditions, protective covenants, charges and liens (the "Covenants") hereinafter set forth, each and all of which is and are for the benefit of said Subdivision and each part thereof and of each owner of any thereof;

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in said Subdivision to create a non-profit corporation to which shall be delegated and assigned the powers of maintaining, administering and enforcing the Covenants and collecting and disbursing the assessments and charges hereinafter established; and

WHEREAS, Developer has incorporated under the laws of the State of Louisiana, a non-profit corporation, the name of which is LAFITTE'S COVE ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as "LACHA"), for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Developer hereby declares that in order to preserve the natural settings and beauty of the Subdivision, establish and preserve a harmonious and aesthetically pleasing design for the development of the Subdivision, and protect and promote the value of the Subdivision and the lots, dwellings and all other improvements located therein, all of the property forming the Subdivision shall be held, sold, used and conveyed subject at all times, to the Covenants hereinafter set forth, which Covenants shall run with the title to the Subdivision and each part thereof. The Covenants shall be binding upon all parties having any right, title or interest in any portion of the Subdivision, their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each owner of any portion of the Subdivision, including, without limitation, the Developer. Every grantee of any interest in the Subdivision, by acceptance of a deed or other conveyance of such interest, agrees to be bound by all of the provisions of these Covenants.

ARTICLE I DEFINITIONS

Capitalized terms used in the preamble to this Covenants shall have the meanings ascribed to such terms in said preamble. Additionally, the following terms as used herein shall have the following meanings:

- 1.1 **"Annual Assessment(s)"** shall mean and refer to annual fees and/or assessments levied by the Association for costs incurred in connection with the maintenance of Common Properties and the promotion of the recreation, health, safety and welfare of the residents of the Subdivision, including but not limited to, the payment of taxes and insurance premiums, the cost of anticipated repairs, replacements and additions, and the cost of

labor, equipment, materials, management and supervision. The Assessment Year shall start on the 1st day of January of each year or such other date as may be designated by the Association by written notice to the Members.

- 1.2 **“Application”** shall have the meaning ascribed to such term in Section 6.4.
- 1.3 **“ARC”** shall mean the Architectural Review Committee of the Association, which shall be created and constituted as set forth in Section 6.2.
- 1.4 **“Association”** shall mean the LAFITTE’S COVE HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation.
- 1.5 **“Board of Directors”** or **“Board”** shall mean the board of directors of the Association.
- 1.6 **“Bylaws”** shall mean and refer to the By-Laws of LAFITTE’S COVE HOMEOWNERS ASSOCIATION, INC., as they may be enacted and amended from time to time, one or more times.
- 1.7 **“Common Properties”** shall mean those areas of land, if any, shown on the Approved Plat and intended to be devoted to the common use and enjoyment of Owners of Lots. Included as Common Properties are any community servitudes affecting public or private property, private road rights-of-way, waterways, etc., which may require some degree of maintenance by the Association. Subject to the provisions of these Covenants and the rules, regulations, assessments and fees from time to time established by the Board of Directors of the Association in accordance with the By-Laws of the Association and the terms hereof, every Owner of a Lot, as well as his family, tenants, guests and other invitees, shall have a non-exclusive right, privilege and servitude of use and enjoyment in and to the Common Properties, such servitude to be appurtenant to and pass and run with the title to each Lot.
- 1.8 **“Control Period”** shall mean and refer to the period of time during which the Developer is the only voting Member entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.
- 1.9 **“Control Period Termination Date”** shall mean the date that is the earlier of (i) the date upon which Developer has sold or otherwise divested itself of or transferred its entire interest in all Lots in the Subdivision, and (ii) the date that the Developer, at its option and in its sole discretion, abandons or otherwise disclaims, waives or terminates its control of the Association and its exclusive voting rights, as described in By-Laws, with respect to the Association by recording an instrument to such effect in the conveyance records of Jefferson Parish, Louisiana.
- 1.10 **“Design Guidelines”** shall have the meaning ascribed to such term in Section 6.1.

- 1.11 **“Floor Plan”** shall have the meaning ascribed to such term in Section 6.6(3).
- 1.12 **“Foundation Plan”** shall have the meaning ascribed to such term in Section 6.6(2).
- 1.13 **“Indemnified Parties”** shall have the meaning ascribed to such term in Section 5.2.
- 1.14 **“Losses”** shall have the meaning ascribed to such term in Section 5.2.
- 1.15 **“Lots”** shall mean the nineteen (19) numbered lots shown upon the Approved Plat.
- 1.16 **“Member”** shall mean a member, whether eligible voting or non-voting, of the Association.
- 1.17 **“Membership”** shall have the meaning ascribed to such term in Section 3.1.
- 1.18 **“Owner”** shall mean an owner of public record, whether one or more persons or entities, of an undivided ownership interest in a Lot forming part of the Subdivision. The term “Owner”, however, shall not mean or include any mortgagee of an ownership or other interest in any Lot unless and until such mortgagee has acquired record title to such Lot or an undivided ownership interest therein pursuant to judicial proceedings, a dation en payment or other means of conveyance.
- 1.19 **“Plans and Specifications”** shall have the meaning ascribed to such term in Section 6.4.
- 1.20 **“Rules and Regulations”** shall mean rules and regulations applicable to the Subdivision adopted or to be adopted by the Board of Directors of the Association, as the same may hereafter be amended, modified or supplemented.
- 1.21 **“Site Plan”** shall have the meaning ascribed to such term in Section 6.6(1).
- 1.22 **“Special Assessments”** shall mean assessments levied by the Association for a given fiscal year for unusual expenses and/or the cost of reconstruction of, or unexpected repairs or replacements to, Common Properties.
- 1.23 **“Specific Assessments”** shall mean assessments levied against a particular Lot by the Association in order to reimburse the Association for costs incurred by the Association to bring such Lot into compliance with the terms of these Covenants.
- 1.24 **“Subdivision”** shall mean the immovable property that is the subject of the Ordinances and the Approved Plat, all as more particularly described on Exhibit “A” annexed hereto and made a part hereof.

ARTICLE II

SUBDIVISION SUBJECT TO THIS DECLARATION

- 2.1 **The Subdivision**. The immovable property that is, and shall be, held, transferred, sold, conveyed and occupied subject to the terms and conditions of these Covenants and is located in Jefferson Parish, Louisiana and is known as the Lafitte's Cove Estates Subdivision. Such immovable property is more fully described in the Ordinances and shown on the Approved Plat as recorded and is also more particularly described on Exhibit "A" annexed hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1 **Membership**. Each owner shall be a Member of the Association and the only Members of the Association shall be Owners of Lots. All Owners shall be bound by the terms and conditions of the Covenants and the Articles, By-Laws and Rules and Regulations of the Association, and the Association shall have the right to enforce any or all such terms and conditions as hereinafter set forth.
- 3.2 **Voting**. There shall be only one membership (individually, a "Membership") and one (1) voter per Lot. Each Lot shall be allocated only one (1) vote for Association matters regardless of the number of Owners who have an interest of public record in such Lot. Prior to the Control Period Termination Date, the Developer shall be the only voting member. Subsequent to the Control Period Termination Date, all Owners shall be voting Members, provided that if a Lot is owned in indivision by two or more Owners, the Owner entitled to cast the vote attributable to such Lot shall be designated by a certificate of appointment executed by all of the record Owners of such Lot and filed with the Secretary of the Association. If a Lot is owned entirely by and Owner which is a corporation, partnership, limited liability company or other legal entity, the person entitled to cast the vote attributable to such Lot shall be designated by proper legal written authorization, such as a board of directors resolution, articles of partnership, operating agreement, manager's certificate, consent of members, managers or partners, as applicable, or similar authorizations filed with the Secretary of the Association. A certificate designating a person entitled to cast the vote attributable to a Lot shall be valid until a revocation in writing of such designation is delivered to the Secretary of the Association or a change in the ownership of public record of the subject Lot occurs and certified evidence of such change is delivered to the Secretary of the Association. A certificate designating the person entitled to exercise the vote attributable to a Lot may be revoked at any time by the person or persons (or their successors, as applicable) who initially executed such certificate of designation provided that such revocation is in writing, duly executed by such person or persons, as applicable, and delivered to the Secretary of the Association. Votes may be cast in person or by proxy. Proxies shall be in

writing and executed by the person entitled to exercise the vote that is the subject of such proxy. Any proxy shall be valid only for the time period or particular meeting designated in the proxy and any such proxy must be filed with the Secretary of the Association prior to any meeting at which the proxy will be used.

ARTICLE IV

COVENANT FOR ASSESSMENTS

- 4.1 **Creation of the Lien and Personal Obligation of Assessment.** The Developer, as the current Owner of all of the Lots within the Subdivision, hereby covenants, and each subsequent Owner of a Lot or an undivided interest therein shall be deemed to have covenanted and agreed, to pay the Association when due all (1) Annual Assessments, (2) Special Assessments, and (3) Specific Assessments attributable to each Lot owned by it or him, in whole or in part, as they may be fixed and established from time to time, one or more times, by the Association as hereinafter provided. Annual Assessments, Special Assessments and Specific Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, also shall be a charge on the land and shall be a continuing lien upon each Lot against which any such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof as hereinafter provided, also shall be a personal obligation of each Owner, at the time the assessment fell due, of the Lot to which such assessment applies.

The lien provided for herein shall be subordinate and inferior to the lien of any bona fide mortgage now or hereafter recorded against any Lot. In the case of the conveyance of a Lot pursuant to foreclosure proceedings or by deed in lieu of foreclosure (dation), such transfer of title shall extinguish the lien for all unpaid Assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever ever comes first. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed a Maintenance Expense collectible from all the Owners of Lots located in the Subdivision to recover such amount from the transferred Owner.

- 4.2 **Purpose of Assessment.** Assessments levied by the Association shall be used for the purposes of promoting the recreation, health, safety and welfare of the residents of the Subdivision and maintaining all Common Properties.
- 4.3 **Annual Assessments paid in advance.** An Annual Assessment shall be assessed against each Lot, commencing with the fiscal year in which such Lot is no longer owned by Developer. Annual Assessments, other than the initial Annual Assessment for each Lot as specified in Section 4.4 hereof, shall be due and payable in full on or before the 1st day

of January of each year or such other date as may be designated by the Association by written notice to the Members.

- 4.4 **The initial Annual Assessment** shall be \$300.00, which represents a budget assessment for contributions to the reserve and maintenance expenditures that the Association will incur for the following year, as provided in this document. The Initial Annual Assessment shall be adjusted from time to time by the Board of Directors, taking into consideration that the Developer is in the process of development and that certain typical association expenses, such as common ground landscaping and the maintenance thereof are at the Developer's expense while in the process of development. The Initial Annual Assessment for any particular Lot shall be prorated and paid at the closing of the transfer of such Lot by Developer to purchaser.
- 4.5 **Subsequent annual assessments** for any Lot resold or transferred during the period of assessment shall be prorated between seller and buyer at closing.
- 4.6 **Developer's Obligation for Assessments**. Prior to the Control Period Termination Date, the Developer shall not be obligated to pay Annual Assessments for Lots owned by Developer, provided that Developer shall be obligated to pay the difference between the sum of all Annual Assessments and Special Assessments levied on all Lots previously transferred by Developer and the actual expenditures of the Association during the relevant fiscal year of the Association. The Developer's obligation under this Section 4.6 may be satisfied in the form of cash and "in kind" contributions. Should the Developer own any Lots following the Control Period Termination Date, the Developer shall pay assessments on such Lots in the same manner as any other Owner.

The Board of Directors of the Association may, after consideration of both the current maintenance costs and the future needs of the Association, propose that Annual Assessments and/or Special Assessments for any fiscal year be decreased or increased.

- 4.7 **Special Assessments**. In addition to Annual Assessments, the Association may from time to time, one or more times, levy a Special Assessment against all Lots for a specific fiscal year of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements upon the Common Properties (and the necessary fixtures and personal property related thereto), and the like. Special Assessments shall be levied equally against all Lots. Special Assessments may only be levied with the approval of those eligible voting members entitled to vote at least fifty-one percent (51%) of the allocated votes of the Association given at a meeting duly called for such purpose. Written notice of any meeting of the Members at which Special Assessments will be considered shall be sent to all Members at least thirty (30) days in advance of such meeting and the notice shall set forth the purpose of the meeting.

4.8 **Adjustment of Annual Assessments.** At least sixty (60) days before the beginning of each Assessment Year of the Association, as defined in Section 1.1 hereof, the Board of Directors shall prepare a Budget covering the estimated costs and expenses of the Association for that coming year. Annual Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association during the fiscal year in question equal to the total budgeted costs and expenses of the Association for such year, plus a reasonable allowance for reserve, excluding costs and expenses to be paid with the proceeds of Special Assessments.

4.9 **Duties of the Board of Directors.** After an annual budget has been prepared as referenced in Section 4.8, the Board of Directors of the Association shall fix the amount of the Annual Assessment applicable to each Lot for the following fiscal year of the Association. The amount of each Annual Assessment shall be fixed by the Board at least forty-five (45) days prior to the beginning of the fiscal year in which it is to be effective and, at that time, the Board also shall prepare a list of the Lots, the Owners of each thereof and the Annual Assessments applicable to each thereof, which list shall be kept in the office of the Association and open to inspection by any Owner.

Written notice of any Annual Assessment, Special Assessment or Specific Assessment shall be mailed to every Owner subject thereto, at the address provided by such Owner to the Association, not less than thirty (30) days before the date payment thereof is due.

The Association, upon demand of any Owner, shall furnish to such Owner a certificate signed by an officer of the Association setting forth whether assessments due by such Owner or attributable to a Lot owned, in whole or in part, by such Owner have been paid. Each such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

4.10 **Effect of Non-Payment of Assessments; Personal Obligations of Owner; Liens and Other Remedies of the Association.** If any Annual Assessment, Special Assessment or Specific Assessment is not paid when due, then such assessment shall be deemed delinquent and the amount thereof, together with interest thereon and all costs of collection as hereinafter provided, shall be a continuing lien on the Lot or Lots subject to said assessment, and such lien may be evidenced by the filing of a sworn detailed statement in accordance with the requirements of La. R.S. 9:1145 et. seq. Each such statement shall be filed in the mortgage records of Jefferson Parish, Louisiana.

If any Annual Assessment, Special Assessment or Specific Assessment is not paid in full within thirty (30) days from the date due, such assessment shall bear interest from the date due until paid in full at the legal rate of interest per annum in effect on the due date, and the Association may bring an action at law against the Owner or Owners obligated to pay the same or foreclose the lien against the Lot subject to such assessment, or both, and there shall be added to the amount of such assessment the attorney's fees and costs, filing fees and court costs incurred by the Association as a consequence of such action.

The Association may, at its sole discretion as determined by the Board of Directors, and upon the written request of any mortgagee holding a prior lien on any part of the Lot of the Owner or Owners, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

- 4.11 **Specific Assessments**. The Board of Directors, on behalf of the Association, shall have the power to levy Specific Assessments against a Lot to cover costs incurred in bringing such Lot into compliance with the terms of these Covenants or applicable law. The Board, however, shall give the Owner or Owners of the Lot to be subjected to said Specific Assessment prior written notice of the proposed assessment and an opportunity for a hearing before actually levying any Specific Assessment.

ARTICLE V

SECURITY, INDEMNIFICATION AND INSURANCE

- 5.1 **Security**. Neither the Developer, its successor or assigns nor the Association, its Board or committees shall under any circumstances or at any time, be responsible or liable for security or safety or the lack thereof in, on or about the Subdivision or any Lot. The Association, however, may (but shall not be obligated to) maintain or support certain activities within the Subdivision to make residents, occupants and users of the Subdivision feel more secure. Neither the Association, its Board or committees nor the Developer or its successors or assigns shall in any way be considered insurers or guarantors of security or safety in, on, or about the Subdivision, nor shall any of them be liable for any loss of or damage to any property, resulting from or otherwise attributable to inadequate security or safety within the Subdivision or the ineffectiveness of security or safety measures which are undertaken. No representation or warranty is made that any fire protection system, burglar system or other security system or safety system or measure, including any mechanism or system for limiting access to the Subdivision, will function or cannot be compromised or circumvented, or that any systems provided or security or safety measures undertaken will prevent loss or provide the detention or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Developer, its successors and assigns, and the Association, its Board and committees, are not insurers, and that each person using or occupying Lots within the Subdivision assumes all risks of personal injury (including death) and loss of or damage to property resulting from acts of third parties.
- 5.2 **Indemnification**. To the maximum extent permitted under Louisiana law, the Association shall, and does hereby indemnify, hold harmless and defend the Developer and the Association and their respective officers, directors, employees, representatives, members, managers and partners (collectively, the "Indemnified Parties") against all damages, claims, demands, obligations, liabilities, costs and expenses, including without

limitation, attorney's fees and costs and court costs, (collectively "Losses") incurred by any Indemnified Party by reason of being or having been an officer, director or committee member of the Association, including, without limitation, any and all claims for personal injury, death, or property loss or damage.

No Indemnified Party shall be liable if it, she or he acted in good faith and in a manner that it, she or he reasonably believed to be in, or not opposed to, the best interests of the Association.

No Indemnified Party shall have any personal liability with respect to any contract or other commitment or obligation made or action taken in good faith by or on behalf of the Association. The Association shall, and does hereby indemnify, hold harmless and defend each such Indemnified Party from and against any and all Losses attributable to any such contract, commitment, obligation or action.

5.3 **Insurance**. The Association, acting through its Board of Directors, may elect to obtain and maintain insurance with respect to the Association and its assets and activities, including, without limitation, any Common Properties or otherwise held by the Association, including, by way of example only, the following:

- (1) Comprehensive "all risk" property insurance covering improvements on the Common Properties, provided any such policy shall have sufficient limits to cover the actual replacement costs of the insured improvements;
- (2) Commercial general liability insurance with respect to the Association and the Common Properties, insuring the Association and its Members against damage or injury caused by the negligence of the Association or any of its Members, or their respective officers, directors, employees, agents and/or contractors, provided any such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, death and property damage; and/or
- (3) Errors and omission coverage for the officers and directors of the Association.

5.4 **Annual Review**. The Association shall engage one or more qualified persons to perform an annual review of the sufficiency of insurance coverage maintained by the Association and make recommendations to the Board of Directors of the Association with respect thereto.

5.5 **Premiums**. Premiums for insurance, if any, obtained and maintained by the Association shall be an expense of the Association. The anticipated (or actual, if known) premiums and costs for insurance obtained and maintained by the Association shall be included in the annual budget prepared pursuant to Section 4.8 hereof upon which Annual Assessments for the fiscal year covered by such budget are determined.

ARTICLE VI

DESIGN AND CONSTRUCTION PROCEDURE FOR SUBMITTAL

- 6.1 **General.** The design and construction guidelines and procedures set forth in this Article VI, shall govern the design and construction of residential dwellings and other structures upon Lots within the Subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide Owners and their respective architects and contractors with a set of parameters to be used in their preparation of plans and specification, as well as submittal procedures for review and approval of such plans and specification and proposed construction procedures. All new construction upon and improvements to any Lot within the Subdivision shall be reviewed and approved in accordance with these Covenants before either a building permit for the proposed new construction and improvements is issued by the applicable department of the Jefferson Parish government or any actual work commences on such Lot.
- 6.2 **Architectural Review Committee.** Administration of the Design Guidelines and review of all applications for construction and improvements shall be performed by an Architectural Review Committee (the “ARC”). The ARC shall be composed of three (3) members appointed by the Developer during the Control Period and thereafter by the Board of Directors of the Association. Members of the ARC may be, but are not required to be, Members of the Association and may include representatives of Members or other individuals, such as architects, engineers, landscape architects, inspectors, attorneys or similar professionals. The members of the ARC shall be, and are hereby, held harmless and indemnified by the Association from and against any and all Losses that they or any of them may incur as a result of their administration of the Design Guidelines. The ARC, with good cause, may make exceptions and grant variances to the Design Guidelines on an individual Lot by Lot basis as hereinafter provided.
- 6.3 **Authority.** The ARC shall have the right to adopt rules and guidelines for the conduct of its business, which rules and/or guidelines shall be outlined in the Design Guidelines and shall not be inconsistent with anything herein contained.
- 6.4 **Requirements and Process for Review.** The Owner or Owners of a Lot shall be required to complete and submit to the ARC an “Application for Review” (an “Application”), on a form to be furnished by the ARC, which shall contain basic information for the review process to be undertaken by the ARC with respect to construction and/or improvements proposed for such Lot. Each such application shall be accompanied by (2) complete sets of plans and specification (“Plans and Specifications”).
- 6.5 **Submittal of Application.** The Application, and Plans and Specifications described in Section 6.4 hereof shall be submitted to the ARC. One copy of the Plans and

Specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the applicant marked “Approved”, “Approved as noted”, or “Disapproved”.

The Plans and Specifications accompanying any Application shall indicate the nature, kind, shape, color, size, materials and location of all proposed structures and improvements to the Lot, which is the subject matter of such Application.

6.6 **Requirements.** All plans and Specifications submitted with an Application shall include the following:

- (1) **Site Plan.** A site plan (a “Site Plan”), with minimum scale of 1”=20’-0”, indicating the location of the proposed construction and improvements upon a Lot. Setback lines, retaining walls, fences, pools, patios, driveways, landscaping and irrigation systems, drainage, and all other proposed exterior improvements shall be clearly indicated on the Site Plan.
- (2) **Foundation Plan.** A foundation plan (a “Foundation Plan”) and detail sheet, certified by an engineer or architect licensed to practice within the State of Louisiana as being in accordance with all applicable laws and regulatory requirements. It is recommended that a subsurface investigation be obtained by each applicant for purposes of review and consideration in a proposed foundation design.
- (3) **Floor Plan.** A Floor plan (“Floor Plan”), with a minimum scale of 1/4”=1’-0”, indicating decks, patios, stoops, retaining walls, trash enclosures, HVAC equipment and utilities, screening for trash, HVAC and utilities, interior spacing of rooms, and connections to driveways and walkways. In the event of a dwelling with multiple floors or levels, the Floor Plan for such dwelling shall indicate those areas of each floor which will be open to other floors or the underside of the roof.
- (4) **Exterior Plan.** An exterior plan reflecting the front, rear and side yard exterior elevations of the proposed improvements indicating building materials, finishes, openings (such as doors and windows) and the maximum heights of the improvements.

No building or structure shall be constructed using asbestos siding, aluminum siding, vinyl siding, felt paper, roll siding or galvanized corrugated siding as a finish material.

- (5) **Roof Plan/Height Limitation.** A roof plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other components of the proposed roofing system, such as gutters and downpipe locations. Tin and galvanized metal roofs

are discouraged and shall be permitted only with the approval of the ARC. No residence or other structure constructed upon a Lot or Lots shall exceed the height of 54 feet, measured from mean sea level.

- (6) **Miscellaneous**. Plans and Specifications submitted shall reflect the exterior color scheme, lighting scheme and other details affecting the exterior appearance of each proposed dwelling and other structure. Submittal for review of these details may be temporarily deferred, but must be submitted and approved no later than the date that framing of the dwelling and/or other structure is completed. Landscaping plans shall be submitted and approved prior to installation of vegetation.
- 6.7 **Time for Approval**. Each Application shall be dated recorded as received by the Association and shall be reviewed and “Approved”, “Approved as noted” or “Disapproved”, with written indications of required modifications, within twenty-one (21) calendar days from the date of receipt by the Association of the Application and other items required by Section 6.4 hereof in proper form. In the event of disapproval by, and one or more re-submissions of an Application to, the ARC, the ARC shall have an additional twenty-one (21) calendar days from the date each re-submission is received by the Association within which to review and “Approve”, “Approve as noted” or “Disapprove” a resubmitted Application. In the review process, the ARC may consider such facts and circumstances as it may deem appropriate, in its reasonable discretion, including, without limitation, the quality of workmanship and design, the harmony of exterior design with existing structures within the Subdivision, the location of the subject matter of the Application in relation to surrounding or adjacent structures, the typography, and finish grade elevation. The review by the ARC and any “Approval as noted” or “Disapproval” may be based purely on aesthetic considerations.
- 6.8 **Exceptions and Variances**. Exceptions and variances may be considered by the ARC for good cause when circumstances such as topography, natural obstructions, hardship, or aesthetic or other unique circumstances exist. Requests for exceptions and/or variances must be in writing and state the reasons for the arguments in favor of the exception and/or variance requested and include the applicant’s name, address and lot number. Any request for an exception and/or variance shall cause the twenty-one (21) day review period described in Section 6.7 hereof to recommence upon the date any exception and/or variance request is received at the office of the Association. The ARC shall have the sole power and authority to approve or reject any request for an exception and/or variance, and all decisions of the ARC shall be final.
- 6.9 **Right to Enter and Inspect**. Following the approval by the ARC of any Application, representatives of the ARC shall have the right to enter and inspect the Lot, dwelling or other improvements or modification which is the subject matter of such Application during reasonable hours to determine whether work is proceeding or has been completed in compliance with the approved application. In the event that the ARC shall determine

that an Application for work has not been approved or that work is not proceeding or has not been completed in compliance with an approved Application, the ARC shall be entitled to immediate injunctive relief from any court with proper jurisdiction, stopping further construction and/or requiring the removal or correction of any work in place which does not comply with an approved Application, as applicable.

- 6.10 **Limitation of Liability**. Neither the approval of an Application nor the promulgation of the Design Guidelines shall ever be construed as representing or implying that such Application or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Design Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith shall be deemed to be constructed in a good and workmanlike manner or in accordance with applicable building codes or other laws. Neither the Developer, the Association nor the ARC shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of these Covenants, any loss or damage arising from the noncompliance of such Plans and Specifications with any governmental ordinance, law or regulation, or any defects in construction undertaken pursuant to such Plans and Specifications. All dwellings and other improvements located upon a Lot shall be constructed and maintained in compliance with all applicable state, parish and municipal zoning and building restrictions and codes, as well as all other applicable laws, ordinances, regulations and restrictions.
- 6.11 **Nonconforming and Unapproved Improvements**. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of these Covenants. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.
- 6.12 **No Construction Prior to ARC Approval**. No building(s), structure(s), or improvement(s), including, without limitation, land clearing, tree removal, piling, foundation, walls, fences, pools, landscaping, gazebos, patios, etc. shall be commenced, erected, constructed, placed or maintained on any lot(s); nor shall any exterior additions to, changes or alterations, be commenced, made, or maintained to any existing building(s), structure(s), and/or improvement(s), until the final construction plans and specifications showing the nature, kind, shape, height, color, and materials of same; and a plat showing the location and/or siting of such building(s), structure(s), and/or improvement(s) shall have been submitted to and approved, in writing, by the ARC as to the conformity, and aesthetic harmony of exterior design with existing surrounding residential dwellings and improvements, propriety of location and/or siting, and otherwise in conformity with these Covenants.

Construction plans and specifications must be accompanied by the Application that will also be used by the ARC for noting its approval or disapproval. The ARC shall supply a prospective homebuilder with the latest Design Guidelines, as they are available, noting that only the latest dated issue is applicable for the construction design and specifications.

- 6.13 **Landscaping**. A landscaping plan must be submitted to the ARC within thirty, (30) days after occupancy of the home. After the landscaping plan is approved, the Owner must complete the landscaping within sixty, (60) days thereafter. The total landscaping cost must be at least 5% of the property and home value. The 5% calculation does not include costs associated with irrigation and drainage.

ARTICLE VII

USE RESTRICTIONS

- 7.1 **Family Single Dwellings**. Each Lot shall be used for single-family residential purposes only. No single-family residential dwelling shall be sited on any Lot nearer than forty (40') feet to the street front lot line of such Lot. No more than one (1) principal dwelling shall be located on any Lot.

No single-family residential dwelling shall be sited on any Lot nearer than ten (10) feet to any side lot line adjoining a street, nor nearer than ten (10) feet to any interior lot line; nor shall any roof overhang or projection, including the gutter, be within seven and one-half (7 $\frac{1}{2}$) feet of any interior lot line.

- 7.2 **Height**. No building shall be erected, altered, placed or permitted to remain on any Lot(s) other than one (1) single family residential dwelling, which is not to exceed two and one-half (2 $\frac{1}{2}$) floors in height with an attached private garage or attached carport which can accommodate no more than three (3) vehicles.
- 7.3 **No Temporary Structures**. No building(s) or structure(s) of a temporary nature and/or character, or vehicles, including by way of illustration and not limitation, mobile homes, motor homes, trailers, shacks and/or other such outbuildings shall be used, occupied, or maintained on any lot(s) at any time, either temporarily or permanently.
- 7.4 **Trees**. Trees are to remain except for those approved for removal by the ARC or trees that are determined by the ARC to be damaged. No trees with a trunk diameter equal to or greater than six (6) inches shall be removed from any lot without the written approval from the ARC.
- 7.5 **Commercial Activity**. No industrial, commercial, business or agricultural activities, including, but not limited, to farming, fishing, gardening or the raising of animals for commercial purposes, shall be allowed on or about any Lot.

- 7.6 **Construction Time.** Construction shall be performed from 7AM to 6PM, Monday through Saturday. No construction shall be performed on Sunday or the following holidays: New Years, Mardi Gras, July 4th, Labor Day, Thanksgiving, and Christmas.

ARTICLE VIII

RESIDENTIAL DWELLING QUALITY AND SIZE

- 8.1 **Quality of Workmanship and Material.** All residential dwellings, as well as all other structures and/or improvements shall be of quality workmanship and materials substantially the same or better than that which can be procured and/or produced as of the date thereof. No pre-fabricated homes shall be constructed or placed in the development. No tract style homes shall be constructed in the development. Siding or vinyl of any kind shall be used for Soffit & Facia only.
- 8.2 **Minimum Area Requirement.** The minimum ground floor, upper floor, and combined ground and upper floor area of the main residential dwelling, excluding open porches, garages, carports, terraces and driveways, shall be not less than two thousand five hundred (2,500) square feet.
- 8.3 **Ceiling Height.** The first floor ceilings must be at least nine (9) feet in height.
- 8.4 **Occupancy.** No residence shall be occupied until construction is one hundred (100%) percent complete. There shall be no temporary occupancy.
- 8.5 **Detached Structures.** Detached or outlying structures shall be built with the same quality materials as the dwelling and are preferred to be located at the rear portion of the lot. No metal buildings, metal patio covers, or metal covering of any sort shall be allowed. Gazebos and other like structures are to be approved by the ARC.
- Garages, porticos, and Porte' cocheres shall be attached to the main structure of the dwelling. Flat roofs and detached garages or carports shall not be allowed. Front facing garage or carport must be set back a minimum of six (6') feet from the front facade of the dwelling.
- 8.6 **Screen/Storm Doors.** Screen or storm doors shall not be allowed at the front elevation of the dwelling.
- 8.7 **Mailboxes.** Consistent with the compatibility of the Subdivision, there will be one (1) design of mailboxes throughout the Subdivision. The Association shall choose and approve the design of the mailbox. Said mailbox shall be:

- a. Style: Barcelona Rural Route Mail Box-58"H, stock# A1002;
- b. Finish: Antique;

- c. Purchased from Brian's Furniture & Appliances, 515 Court Street, Port Allen, LA 70767;
- d. Telephone No. 1-800-259-0897;
- e. Web page: www.briansfurniture.com

8.8 **Driveways/Sidewalks**. Driveways or other areas on a Lot used for vehicular parking shall be constructed with concrete, or similar hard-paved surface material approved by the ARC. All driveways or other parking areas shall extend continuously from the street in front of such Lot to the dwelling, or the garage located upon such Lot. Concrete must be a minimum of five (5') feet from the property line. Placement and elevation of a driveway on the Owner's Lot will be reviewed and approved by the ARC on a case-by-case basis. Driveways placed side by side on adjacent properties are discouraged.

ARTICLE IX

SWIMMING POOLS, HOT TUBS, JACUZZI

9.1 **Swimming Pools**. Swimming pools, hot tubs and/or Jacuzzis (hereinafter collectively referred to as "pool") will be permitted in side or rear yards only. If a pool is installed, it must be surrounded by a fence, of not less than seventy-two (72") inches in height, approved by the ARC and otherwise in conformity with all other fence requirements contained herein. All fence gates must be kept locked at all times. Temporary or permanent fencing must be installed prior to the commencement of the pool project and permanent fencing must be installed prior to filling the completed pool with water. No part of the completed installation of the pool shall be constructed and/or sited nearer than ten (10) feet to either side Lot line; nearer than forty (40) feet to the front Lot line; or nearer than ten (10) feet to the rear lot line.

Above ground pools shall not be allowed. Pool pumps and related pool equipment shall be identified and located on the pool construction plans. The pool equipment shall not create a noise or visual nuisance to any adjoining property owner. The pool pumps, filters and equipment shall not be visible from the street. Front setbacks do apply.

ARTICLE X

FENCES

10.1 **Fences**. No front yard fence shall be permitted or constructed, nor shall any side Lot line fence be permitted or constructed nearer to the front Lot line of any Lot than is permitted for the main residential dwelling. Fences located upon a Lot shall conform to the material and architectural style to the fence situated along the entire west side of the Subdivision and parallel to Barataria Highway. The fence material is to be metal and black in color. Chain link or "page" type fencing, vinyl and wood fencing shall not be permitted. Fences shall not exceed six (6') feet in height.

- 10.2 **Approval by the ARC.** Prior approval must be obtained from the ARC before constructing any fence on any Lot.

ARTICLE XI

GENERAL MAINTENANCE, REPAIR AND PAINTING

- 11.1 **Maintenance of Dwellings and Other Structures.** All residential dwellings and other structures, including by illustration and not limitation pools, gazebos, etc., shall be properly maintained and kept in a reasonably good state of painting and repair and must be maintained so as not to become unsightly. No structure, equipment or other items on the exterior portions of a Lot, which have become rusty, dilapidated or otherwise fallen into disrepair, is permitted.

General over-all appearance of the Lot, including landscaping, must be neat and well maintained.

Dead Trees and any other form of debris must be removed from the property.

- 11.2 **Vacant Lot.** All vacant Lot shall be mowed as often as may be necessary to keep the Lot in proper condition and the grass at no higher than one (1) foot in height. If a vacant Lot Owner fails to comply with this requirement, the Association shall have the right to hire out the maintenance of the vacant Lot at the expense of said Owner. Failure to reimburse the Association shall result in the collection thereof, plus attorney's fees, court costs, and interest at the rate of ten (10%) percent per annum from the date the sums were spent for such maintenance work.

ARTICLE XII

VEHICLES, BOATS AND TRAILERS

- 12.1 **Vehicles.** Passenger vehicles owned and/or leased by Owners of a residential dwelling shall be parked or stored on the residence grounds and not on the streets.
- 12.2 **Service Personnel Vehicles.** General contractors, builders, sub-contractors, suppliers, materialmen, laborers and other service personnel (collectively, "Service Personnel") shall limit parking to either the street immediately in front of the Lot upon which they are undertaking construction or providing services of such Lot. Service Personnel shall endeavor not to block any street within the Subdivision at any time and shall limit the duration of any necessary blockage to a minimum. No vehicles belonging to or otherwise

placed within the Subdivision by Service Personnel may be left in the Subdivision overnight.

- 12.3 **Commercial Vehicles**. No commercial trucks, trailers, vans or other commercial vehicles shall be parked or stored on any street or on any Lot; nor shall any boat or other water craft, boat trailer, boat rigging, camper, mobile home, motor home, recreational vehicle, golf cart, trailer of any kind or inoperable vehicle be parked or stored on any street or on any Lot unless stored within an enclosed garage or outbuilding, or within a privacy enclosed side or rear yard area and not visible by others, excluding “use preparation” not to exceed 48 hours.
- 12.4 **Non-licensed Motorized Vehicles**. Operation of four wheelers, golf carts, go-carts, mini-bikes, motorized scooters or any other non-licensed motorized vehicles are prohibited within the Subdivision.
- 12.5 **Speed Limit**. The established speed limit within the Subdivision is fifteen (15) miles per hour for all vehicles.

ARTICLE XIII

ANIMALS

- 13.1 **Animals**. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any Lot(s); except that a reasonable number, as determined by the Association, of dogs, cats or other usual and common household pets may be kept, provided they are kept for household purposes.

Pets must be supervised and kept on a leash or otherwise confined in a manner acceptable to the Association whenever outside the dwelling or fenced area of the lot. Pets must be licensed and inoculated as required by law. Ground-leashed pets shall not be permitted. Those pets which are permitted to roam free, or, in the sole discretion of the Association, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lot(s) shall be removed upon request of the Association. If the pet’s owner fails to honor such request, the Association shall have the right to remove the pet.

ARTICLE XIV

SIGNS AND OUTSIDE APPARATUS

- 14.1 **Signs**. Business signs or other forms of advertisement are permitted only during actual construction upon a Lot. Such sign(s) shall be limited to a maximum area of six (6) square feet. Security sign are permitted. No sign of any kind shall be permitted on common areas, including entrances to the Subdivision.

- 14.2 **Building Permits**. Building permits shall be posted as required, and protected from the elements. No signs or permits shall be attached to trees.
- 14.3 **Outside Apparatus**. Any construction, erection, or placement of any thing, permanently or temporarily, on the unfenceable portions of the Lot, whether such portion is improved or unimproved, is prohibited. This shall include, without limitation: signs, basketball goals, swing sets, trampolines, hot tubs, and similar sports and play equipment; clotheslines, garbage cans; wood piles; and hedges, walls, dog runs, animal pens, or fences of any kind.

Antennas, satellite dishes, or other ground station equipment for the transmission or reception of television, radio, satellite, or other signals of any kind shall not be placed and maintained on any Lot(s) unless located in the rear yard and not visible from the street directly in front of the property.

Window units for heating, ventilating or air conditioning shall not be allowed. Patriotic flags shall be displayed in the traditional manner only.

ARTICLE XV

GASOLINE, HEATING OR OTHER FUELS

- 15.1 **Storage of Hazard Material**. There shall be no on-site storage of hazard material, including but limited to, gasoline, heating or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for personal operation of lawn mowers and similar tools or equipment, recreational vehicles, and water craft.

ARTICLE XVI

NUISANCES

- 16.1 **Nuisance**. No obnoxious or offensive activity shall be conducted upon any Lot(s); or shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

Plants, animals, music, devices or other things of any sort whose activity or existence in any way emits foul or noxious odors, or is dangerous, unsightly, unpleasant, or of a nature which diminishes or destroys or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lot(s) is prohibited.

- 16.2 **Firearms**. The discharge of firearms is prohibited. The Association shall have no obligation to take action to prevent or stop such discharge.

16.3 **Noise.** Normal radio noise levels are acceptable unless complaints are received.

ARTICLE XVII

DRAINAGE, GARBAGE AND REFUSE DISPOSAL

- 17.1 **Garbage.** All properties shall be kept clean and free of unsightly obstacles at all times. No Lot(s) shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All receptacles, cans or trash bags must be removed from the front of the Lot on the same day of trash and garbage pick up.
- 17.2 **Incinerators.** The installation and/or use of incinerators for disposal of trash, garbage or other waste are expressly prohibited. Outside burning of trash, leaves, debris or other materials is prohibited.
- 17.3 **Drainage.** No obstruction or rechanneling of drainage flows is permitted after location and installation of drainage swales, storm sewers, or storm drains, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent. Prior approval by the Jefferson Parish Government is required.

All drainage, including yard, pool, hot tub, jacuzzi, sprinkler systems, and sub-surface drainage, shall be properly connected to storm water drain system and must have prior approval by the ARC. Draining into streets through or over the curb is prohibited.

ARTICLE XVIII

CANALS

- 18.1 **Canals.** Dumping or burying of grass clippings, leaves or other debris, including, in particular, construction debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage canal, bayou or elsewhere within the Subdivision is prohibited, except that fertilizers may be applied to landscaping on Lots, provided care is taken to minimize runoff.

ARTICLE XIX

BUSINESS ACTIVITIES AND LEASING

- 19.1 **Business Activities**. Any business, trade, garage sale, moving sale, rummage sale, or similar activity is prohibited, except that an Owner or occupant of a Lot may conduct business activities within the property so long as:
- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot;
 - (2) the business activity conforms to all zoning requirements for Jefferson Parish;
 - (3) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Subdivision;
 - (4) the business activity does not involve temporary or permanent delivery and storage of inventory at this location for use at this location or any other location; and
 - (5) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Association.

ARTICLE XX

WILDLIFE

- 20.1 **Wildlife**. Capturing, trapping or killing of wildlife within the Subdivision is prohibited, except in circumstances posing an imminent threat to the safety of persons using the Subdivision.

There shall be no activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Lot(s) or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

ARTICLE XXI

CONTRACTORS AND OTHER SERVICE PERSONNEL

- 21.1 **General**. The Association shall apply these construction regulations and covenants to all Lot Owners, and Service Personnel while in the Subdivision. It is the responsibility of each Owner to provide the contractor(s) and other Service Personnel with a copy of the Covenants and Design Guidelines for the Subdivision. It is the responsibility of each Owner to insure compliance with these Covenants. The Service Personnel shall familiarize themselves and comply with these regulations. The Association shall enforce

these regulations and notification of violation shall be sent to the Owner of the Lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have three (3) working days to correct the situation or the Association shall take the necessary action to correct the violation. These actions may include a fine, charging the Owner for the correction done; withholding ARC review or approval until such violations are corrected. (See Article XXVIII Enforcement) In certain cases, the Association may issue a Stop Work Order or Temporary Restraining Order, denying entry to contractors or other Service Personnel thereby preventing current work within the Subdivision. The Association also has the authority to prevent future work within the Subdivision by general contractors, builders, and other Service Personnel who have previously violated the Design Guidelines and these Covenants.

- 21.2 **Damage**. Any damage to other Lot, street curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, and/or any other improvements within the Subdivision shall be corrected by the Owner for whom the involved Service Personnel were working or personnel services, all at the expense of such Owner.

If any telephone, cable television, electrical, water or other utility lines are cut or damaged, it is the responsible party's obligation to immediately report such an accident to the utility company and the appropriate Jefferson Parish authorities.

- 21.3 **Trash Handling**. Each Owner shall be required to provide a metal trash/refuse receptacle on each construction site prior to the initiation of the project and must remain throughout the entire construction phase. The job site must be kept neat and clean at all times. Trash and discarded materials such as lunch bags, cans, cement bags, roof material bags and other odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the Lot or dwelling. Stockpiling of trash or any material on adjacent Lots or streets is strictly prohibited. The metal trash/refuse receptacle shall not create a nuisance to the adjacent Owners. If trash and debris on the job site become a noticeable problem, notification to the responsible party shall be given by the Association to clean up the site within three (3) days. If, after the three (3) day period, the site has not been cleaned, the Association shall remove the debris and charge the respective Owner accordingly.

- 21.4 **Erosion Control**. Mud/silt/debris-free street and proper erosion control are the responsibility of the Contractor and/or Owner. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris. The Contractor, builder and other Service Personnel shall control elimination of vehicles tracking mud throughout the Subdivision. This regulation will be strictly enforced.

- 21.5 **Facilities**. Each Contractor, builder and other Service Personnel shall use only the utilities provided on the immediate site on which they are working. Portable toilets are

the responsibility of the contractor and/or builder and shall be located out of the right of way, sanitized at least weekly. The Contractor, builder and other Service Personnel shall provide adequate facilities for workers on each individual site.

- 21.6 **Vehicles**. The Contractor, builder and other Service Personnel shall avoid blockage of the street. No car, trucks, vans, trailers, equipment and/or construction materials are to be parked or placed on adjoining Lot(s). Construction equipment may be left on a Lot, at the Contractor's risk, but such construction equipment may not be parked or otherwise located upon any street within the Subdivision. No construction equipment and or materials are to left in the street overnight.

Washing of any truck or vehicles on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. If spillage of any damaging materials occurs while within the Subdivision, it is the responsibility of the Contractor, builder and other Service Personnel to provide clean up. Clean up performed by the Association shall be charged to the respective Lot Owner.

ARTICLE XXII

CONFLICT WITH OTHER LAWS AND REGULATIONS

- 22.1 **Conflict of Law**. Nothing in the Covenants shall be construed to minimize, lessen or reduce the minimum requirements of the Comprehensive Zoning Ordinance and/or the Building Code of the Parish of Jefferson, or other appropriate and applicable laws and regulations; and in the event of any conflict between the aforesaid laws, regulations and/or requirements and these Covenants, the greater or more stringent shall take precedence and govern.

Any activity, which violates local, state or federal laws or regulations, is prohibited; however, the Association shall have no obligation to take enforcement action in the event of a violation.

ARTICLE XXIII

FORBEARANCE

- 23.1 **Waiver**. Any waiver given by the Association or any failure to enforce any covenant herein contained shall not be construed or deemed to be a waiver of any and all rights of the Association to strictly enforce these Covenants.

ARTICLE XXIV

COMPLAINTS

- 24.1 **Complaints.** Any Owner having a complaint against any other Lot Owner as a result of a Covenant violation shall notify the Board of Directors. The Board of Directors shall research and enforce in accordance with these Covenants.

ARTICLE XXV

LIENS/NON-PAYMENT

- 25.1 **Liens.** All sums assessed against any Lot pursuant to the Articles, Bylaws and these Covenants, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such property in favor of the Association. Such liens shall be superior to all other liens and encumbrances on any such Lot except only for:
- (a) liens for *ad valorem* taxes;
 - (b) liens for all sums unpaid on a first priority institutional mortgage, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument; and
 - (c) liens for labor performed or materials furnished as authorized by the Louisiana Private Works Statute. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such mortgage shall only apply to such assessments, which have become due and payable prior to a foreclosure. All other persons acquiring liens, mortgages or other encumbrances on any Lot after these Covenants shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.
- 25.2 **Effect of Nonpayment; Remedies:** Any assessments, special assessments, emergency assessments or fees of any sort due from an Owner or any portions thereof which are not paid when due shall be delinquent. Any amount delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Association from time to time and shall also commence to accrue simple interest at the maximum rate of twelve (12%) percent per annum, but in no way to exceed the maximum rate authorized by Louisiana law. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an installment of the assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by

the Association, interest on the principal amount due, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law.

- 25.3 **Suspension of Voting Rights**. Voting rights of such Owner is suspended after five (5) days of nonpayment of any amount due and written notice has been sent to the said Owner via Certified Mail, Return Receipt Requested.

ARTICLE XXVI

AMENDMENT

- 26.1 **Amendment**. Notwithstanding any other provision herein contained to the contrary, these Covenants may be amended or repealed, by recording in the Conveyance Records of the Parish of Jefferson, State of Louisiana, of a written instrument or other appropriate recordable instrument specifying the amendments or the repeal, executed by the record Owners of not less than two-thirds (2/3) of Lots, provided, however, that is the Developer is directly or indirectly (that is, as mortgagee) the Owner of any Lot as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of the Developer.

ARTICLE XXVII

RIGHTS OF OWNERS

- 27.1 Except as may be specifically set forth in these Covenants (either initially or by amendment) neither the Association (through its Board of Directors) nor the Owners may adopt any rule in violation of the following provisions:
- (a) **Equal Treatment**. Similarly situated Owners and occupants shall be treated similarly.
 - (b) **Speech**. The rights of Owners and occupants to exercise free speech in or on their Lot shall not be abridged, except that the Association may determine time, place and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants of the other Lot(s).
 - (c) **Religious and Holiday Displays**. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lot of the kinds normally displayed in residences located in a single-family residential neighborhood shall not be abridged, except that said seasonal decorations shall be removed within fifteen (15) days after the holiday or season. The Association may determine reasonable placing and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants of the Subdivision.

- (d) Household Composition. No rule shall interfere with the freedom of occupants of Lot(s) to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Properties.
- (e) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with Properties restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or the Owners, that create a danger to the health or safety of occupants or other properties, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

ARTICLE XXVIII

ENFORCEMENT

- 28.1 **Enforcement**. Enforcement shall be by legal action taken by the Association (through its Board of Directors) either to restrain violation of these Covenants or to recover damages against any person or persons owing money, violating, or attempting to violate any of these Covenants.

In the event that any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, the Association shall have the right to institute and prosecute any proceeding, at law or in equity, to abate, enjoin, or otherwise prevent any such violation or attempted violation and to recover any and all damages resulting therefrom. The Board of Directors will notify the Owner of the covenant non-compliance subject in writing. The Owner will have three (3) days to correct the matter or be subject to fines, lien action, and work stoppage and suspended voting rights as hereinabove provided.

- 28.2 **Fines**. The Association shall assess fines for each violation of each covenant as follows:

- (a) Failure to comply after 1st notice shall be \$ 50.00;
- (b) Failure to comply after 2nd notice shall be \$150.00;
- (c) Failure to comply after 3rd notice shall be \$500.00

The fines shall be paid within thirty (30) days of written notification payable to the Association and mailed to the registered agent address. Failure to pay fines as assessed shall constitute delinquent charge and the Association shall begin lien action as provided in these covenants. The Board of Directors shall also suspend the voting rights of the Owner(s) until such violations, monetary or non-monetary, are corrected.

ARTICLE XXIX

SEVERABILITY

- 29.1 **Severability**. Invalidation of any part of any one or more of these Covenants by final judgment, court order or otherwise, shall not affect or invalidate any other Covenant, and all such other Covenants shall continue and remain in full force and effect. In the event it becomes necessary for any reasons to re-subdivide this Lot(s) so that the boundary lines of the said Lot(s) differ from those on the present plan, these Covenants shall not be considered violated and shall nevertheless apply to the Lot as re-subdivided. The non-enforcement of these Covenants as to one or more persons shall not be construed as a waiver thereof or shall such action be used as estoppels against the Association in enforcing the restrictions against other persons governed thereby.

ARTICLE XXX

NOTICE

- 30.1 **Notices**. Upon the purchase of any Lot, such Owner(s) shall notify the Association in writing of such purchase and the date thereof and furnish the Association with a notification mailing address within thirty (30) days. Thereafter, all notices, demands, and requests which are or may be required to be sent to such Member or Owner under the provisions of these Covenants shall be conclusively deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, to the address furnished to the Association as hereinabove provided; or at any such other place or address as such Member or Owner may from time to time designate in a written notice to the Association.

All notices, demands and/or requests to the Association shall be conclusively deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the Association at any such place which the Board of Directors shall annually designate.

THUS DONE AND PASSED in the Parish of Jefferson, State of Louisiana, on the day, month and year set forth above, in the presence of the undersigned competent witnesses, who hereunder subscribe their names with the said Developer, and me, Notary, after due reading of the whole.

WITNESS

MEITH DEVELOPMENT, L.L.C.

By: _____
Robert K. Meith, Managing Member

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 2006.

NOTARY PUBLIC