

DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
FOR WINGFIELD PROPERTY OWNERS
ASSOCIATION, INC.

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY: Tammany North Properties, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 24 day of October, 2019;

BEFORE ME, Isaiah, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

Tammany North Properties, LLC, a Louisiana partnership, organized and existing under the State of Louisiana, in accordance with the partnership agreement registered with the Louisiana Secretary of State on January 15, 2008, herein represented by its undersigned partners, duly authorized, whose mailing address is declared to be 70325 Hwy. 1077, Suite 300, Covington, LA 70433, hereinafter sometimes referred as "Developer",

And said Developer does declare as follows:

WHEREAS, the Developer is the owner of a parcel of land located in Section 33, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana more fully described herein;

WHEREAS, the Developer is developing a residential community on the parcel of property described herein to be known as "Wingfield";

WHEREAS, the 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, Common Areas and other Community Facilities to be developed as part of said residential community; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, herein after set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the maps and plats of surveys of John Cummings & Associates, Registered Land Surveyor, recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of The Property described herein and parcels hereafter added, and the subsequent Owners hereof;

WHEREAS, in order for the 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;

WHEREAS, the Developer has formed or intends to form "Wingfield Property Owners Association, Inc." as a nonprofit 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, the 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 and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any personal acquiring or owning any part of parcel of The Property as hereinafter defined.

ARTICLE I **PROPERTY**

The Property subject of this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND with al the buildings and improvements situated thereon, with all the rights, ways, servitudes, prescriptions and appurtances thereunto appertaining or belonging, and being more particularly described as the:

Northwest Quarter (NW ¼) of Section Thirty Three (33), Township Six (6) South, Range (10) East, St. Helena Meridian, containing one hundred sixty five and forty-eight hundredths (165.48) acres per title; one hundred sixty three and fifty-eight hundredths (163.58) acres per survey, St. Tammany Parish, State of Louisiana. Said tract being shown on the survey attached hereto as Exhibit "A" and made part hereof.

ARTICLE II
DEFINITIONS

Section 1. Definitions: The following words, when used in this act, shall have the following meanings:

- 1.1 "Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee of Wingfield, as established in Article VIII of these Restrictive Covenants.

- 1.2 "Association" shall mean and refer to Wingfield Property Owners Association, Inc., and its successors, assigns or liquidators.

- 1.3 "Board of Directors" shall mean the Board of Directors of Wingfield Property Owners Association, Inc.

- 1.4 "Common Areas," "Open Spaces" and "Community Facilities" or any one of the aforesaid terms shall mean and refer to all servitudes, roads, neutral ground areas, greenspace areas, easements, real property, appurtenances and facilities 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.

- 1.5 "Developer" shall mean and refer to Tammany North Properties, LLC, or its successor entity who is assigned the rights of Tammany North Properties, LLC, as the Developer; or the lender who acquires the interest of Tammany North Properties, LLC, by foreclosure or dation en paiement.

- 1.6 "Lot" or "Lots" shall mean a parcel or parcels of land designated on the Plat.

- 1.7 "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a membership in the Association and shall be restricted to the Owner or Owners of Lots in The Property.

- 1.8 "Owner" shall mean and refer to the record Owner, whether one or more persons or entitles, of the title to any Lot or Lots in The Property.

- 1.9 "Plat" shall mean and refer to the official subdivision plat or plats of property subject to these restrictive covenants including property added after the date of these covenants.

1.10. "The Property" shall mean and refer to all or any portion of the real property described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.

1.11. "Regulations" shall mean and refer to the rules and regulations of the Architectural Review Committee and other rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and Community Facilities, and while residing within The Property.

1.12. "The Subdivision" shall mean the platted subdivision of Lots approved by the St. Tammany Parish Planning Commission within The Property and includes Wingfield.

1.13. "Streets" shall mean the streets in the subdivision of Wingfield, including but not limited to (street names). Ownership and fee title to said streets shall remain in the Association, its successors, transferees or assigns. Said ownership and fee title to said streets is not conveyed or transferred herein or hereby. Nothing in this Act or on said plans is intended to dedicate in any manner said streets to the Parish of St. Tammany, State of Louisiana, the public in general or to public use.

1.14. "Class B Members" shall mean the Developer.

1.15. "Class A Members" shall mean the Lot Owners.

ARTICLE III

OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES

Section 1. Transfer Obligation of Developer. The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas, greenspace, parks, common servitudes, and streets, at the option of the Developer. The Association may acquire other property which be owned and maintained by the Association as Common Areas or greenspace. There shall be no obligation on the part of the Developer to transfer any property whatsoever to the Association.

Section 2. Right of Control. Following the conveyance allowed in Section 1, herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to swings, benches, jogging trails, servitudes, roads, 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.

Section 3. Private Streets. All of the Streets shown on the Subdivision Plat fronting the Lots shall be private Streets. The Parish of St Tammany, the State of Louisiana, and the public in general shall have no interest or rights therein. Said Streets are not intended to be dedicated in any manner to the Parish of St. Tammany, the State of Louisiana, the public in general or to public use. Ownership and fee title to said Streets shall remain in the Developer or the Association, its successors, transferees, or assigns and are reserved by and excluded by the Developer or the Association. Said ownership and fee title to said Streets are not conveyed or transferred herein or hereby. The filing of the Subdivision Plat and/or the sale of Property or Lots by Developer, its successors or assigns, by reference to or according thereto shall not in any manner dedicate said Streets to the Parish of St. Tammany, the State of Louisiana, the public in general or to public use.

Section 4. Servitudes for the Developer. During the period that the Developer owns any Lot or dwelling, the Developer shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing dwellings and other improvements in and to the Lots and for installing, maintaining, repairing and replacing such other improvements to the Property as are contemplated by these Restrictive Covenants or as the Developer desires, in its sole discretion, including, without limitation, any improvements or changes for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Developer have the obligation to do any of the foregoing.

Section 5. Servitude of Passage. There is hereby granted and established by designation in favor of each and every Lot, each and every present and future Owner of a Lot in the Subdivision, and each and every present and future Owner of a Lot in the Subdivision, and each and every present Owner and future Owners of the Property, their heirs and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the Streets (including all drives and courts) and the Street rights-of-way located in the Subdivision, as shown on the Plan of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude. Said servitude in favor of each Lot or grantee shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his/her agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot) and his/her agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said Streets and sidewalks, if the latter are required, within the said Street rights-of way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Restrictive Covenants, and Rules and Regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his/her Lot over the said Streets in the Subdivision. The aforesaid servitudes established in this Section shall not be subject to termination or amendment by or upon any termination or amendment of these Restrictive Covenants. Any Person who shall cease to be an Owner and an Association member shall lose his/her servitude rights under this Section.

It is expressly provided that Developer, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over,

under and across the said Streets and Street rights-of-way located in the Subdivision and/or shown on the Subdivision Plat, to such entities, properties and/or Persons as it shall determine, which such grantees shall have the right to use and enjoy the said Street rights-of-way and Streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Developer reserves the right for themselves, their successors and assigns, to use and enjoy the said Streets and Street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said Street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, Streets, and Street rights-of-way.

An Owner of a Lot in the Subdivision and his/her respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said Streets and Street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed. However, Developer, or its successors and assigns, the Association, or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved Streets or any utility within the Subdivision or Streets, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said Streets and Street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said Streets in the Subdivision by reasonable means, including without limitation, by reasonable rules and regulations, by gatehouses, security gates, check points, guard rails, and similar devices located in the Street right-of-way or otherwise.

Section 6. Parks and Drainage Maintenance. The parks, playgrounds, private drainage facilities, streets, greenspace areas and common recreation areas shall be maintained by the Association in good order and condition and free of trash, rubbish and suitable for the intended purposes for which they were established, at the cost and expense of the Association. The annual budget of the Association shall include project expense items for the upkeep and improvement of the Common Areas.

ARTICLE IV ADDITIONS BY DEVELOPER

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 the same is annexed to the real property described in Article I.

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 shall extend the scheme of the within act of dedication to such annexed property. Such supplementary act of dedication may contain such 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, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of the within act of dedication.

ARTICLE V OWNERS ASSOCIATION

Section 1. For the purpose of controlling, regulating and maintaining the common facilities for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Wingfield does agree to and binds himself or herself to be a Member of and be subject to the obligations of the Articles, By-Laws, Rules and Regulations and these restrictions. The Association is specifically authorized and empower to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 *et seq.*"

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

2.1 Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of a fee interest in any Lot by transfer from the Developer which is or becomes subject to this act of dedication shall be a Class A Member of the Association. Each Class A Member of the Association 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 case in accordance with the By-Laws of the Association.

2.2. There shall be 300 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 membership so held, however, each Class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

2.2.1. Thirty (30) days following the date upon which the total authorized issued and outstanding Class A memberships equal 300 or

2.2.2. On January 1, 2039, or

2.2.3. 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.

ARTICLE VI RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Member's Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Wingfield Property Owners Association, Inc., and Rules and Regulations established by the Association for the community, from time to time, and as amended every Member 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:

- 1.1. The right of the Association in accordance with its Articles of Incorporation and By-Laws and Rules and Regulations, to borrow money for the purpose of improving the Common Areas 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
- 1.2. The right of the Association to publicly advertise, post in a prominent location or on an internet website, a list of delinquent accounts of the Association and/or a list of Members or former Members of the Association who have failed or refused to pay amounts due and owing to the Association;
- 1.3. The right of the Association, with the consent of the Owners of fifty-one percent (51%) of the Lots, to levy reasonable assessments (other than the assessments outlined in Article VII), 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 guests; and
- 1.4. The right of the Association to pass and enforce such other Rules and Regulations for the use of the Common Areas and Common Facilities, including the right to enforce various sanctions against the Owners, including, but not limited, to the right of suspension, 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.

- 1.5. The right of the Association through its Board of Directors or Developer may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, and Common Areas which rules and regulations shall be consistent with the rights and duties established by these restrictive covenants.

Section 2. Suit Limitations. Notwithstanding any other authority granted to the Board of Directors herein, the Board of Directors shall take no legal action against any firm, person or corporation in the name of and on behalf of Wingfield Property Owners Association, Inc., except for the following suits or actions:

2.1 A suit seeking collection of monies due as provided in Article V herein.

2.2 A suit to enforce the Restrictive Covenants, Articles of Incorporation, or By-Laws of Wingfield Property Owners Association, Inc.

No other suits, demands or claims in law or in equity shall be filed in any court. No suit or other legal action shall be filed by the Association against the Developer, its successors and assigns.

Section 3. Damage to Common Areas, Common Facilities and Green Spaces. The Developer or Association, through the Board of Directors, shall have the right to assess a Lot Owner for any damages caused by him/her, family members, tenants, guests or invitees to any Common Areas, Common Facilities or Green Space Areas in the Subdivision. Such Owner shall have fifteen (15) days from the date of written notice by the Developer or Association, to pay the assessment for damages. In the event the assessment is unpaid after the fifteen (15) day period, a lien may be placed on the Lot or Dwelling.

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 in any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, annually, semi-annually or quarterly as determined by the Board of Directors of the Member's 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 in the By-Laws of the Association, including, but not limited to the following:

- 1.1 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
- 1.2 The cost of management and administration, including legal and accounting fees and any fees paid to any Management Agents; and
- 1.3 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
- 1.4 The cost of fire, property damage, liability insurance on the Common Areas and Community Facilities and directors & officers insurance and any such other insurance as the Association may effect; and
- 1.5 The cost of security guard services, mosquito spraying, garbage and trash collection, utilities servicing the subdivision, and any other services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and
- 1.6 The cost of maintaining, replacing, repairing and landscaping the Common Areas, greenspace areas and Community Facilities, including, without limitation, drainage facilities, parks, streets, curbs, irrigation, wells, parks and open areas of Wingfield Subdivision and such equipment as the Board of Directors may deem to be necessary and proper; and
- 1.7 The cost of adding an amenity or facility to service the Subdivision and operation and repair of which the Board of Directors from time to time determines to be in the best interest of the Association;
- 1.8 The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacement and repairs as determined by the Board of Directors;

Section 2. Annual Budget. The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Installments of annual assessments may be levied and collected on a quarterly or semi-annual basis as determined by the Board of Directors. 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 written notice of the annual assessment shall be sent to each Lot owner. 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 waive 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 assessment 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, or for any defects to his Property or Lot.

Section 3. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments 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, Open Spaces or Community Facilities, included 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 be approved by a majority of the votes of a quorum of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice and proxy shall be sent to all Members, by U.S. Mail or Email, at least ten (10) days, but not more than thirty (30) days, in advance of such meeting. Voting of special assessment may be ballot if determined by the Board of Directors to be in the best interest of the Association.

Section 3. Non-Payment of Assessment. 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 and the Owner shall be obligated to pay the following (i) interest at a rate of twelve (12%) percent per annum; (ii) a late fee in the amount of \$25 or other amount as determined from time to time by the Board of Directors. In the event the assessment is not paid within ten (10) days after it is due, the Board of Directors, in its discretion, may file a lien affidavit setting forth the amount due against the Lot and the Owner thereof as authorized and provided by La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said Assessments, late charges, attorney fees, preparation and administrative fees, costs and other penalties. Each Owner shall be personally responsible for Assessments, interest, late charges which accrue prior to a sale, transfer, or other conveyance of his/her Lot. Each Owner shall be responsible for Assessments coming due while he is the Owner of a Lot, and any such obligation shall be a real obligation of the Lot. The Owner's successor-in-title shall take title to such Lot subject and be responsible for any delinquent Assessment, but without prejudice to the rights of the successor-in-title to recover from his/her predecessor-in-title any amounts paid by such successor-in-title thereof. In the event of co-ownership of any Lot, all such Co-Owners shall be solidarily liable for the entire amount of such Assessments.

Section 4. 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-Laws 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 5. Certificate. The Treasurer or Managing Agent of the Association shall within ten (10) days of a written request and upon payment thereto of such fee as is from time to time determined by the Board of Directors or charged by the Managing Agent, furnish to any Owner of such Owner's Mortgagee which request the same, a certificate or statement in writing setting forth the Assessments for which said Owner is responsible, have been paid or not paid, the outstanding amount due and owing, together with all fines, penalties, interest and costs.

Section 6. Date of Commencement and Annual Membership Assessment. Subject to the following sections, the initial annual assessment for each of the Lots to which Class A membership is appurtenant shall be in the sum of \$1100 per annum. The initial assessment shall be payable and due when the Lot transfers from the Developer to the new Owner. Thereafter, the annual assessment shall be due and payable on such schedule as the Board of Directors may provide. Anything contained herein to the contrary notwithstanding, the Developer shall not be responsible for payment of the annual or special Assessments on Lots, which it or its affiliates own. Furthermore, the Developer shall have the option, but not the obligation, to pay annual Assessments on Lots owned by the Developer, fund any deficit which may exist between Assessments and the annual budget of the Association, or make contributions of improvements of the Subdivision, all at the discretion of the Developer.

Section 7. Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in this Article, shall be sent to all members not less than fifteen (15) days or more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) per cent of all the votes of the Association shall constitute a quorum. All the votes of the Association shall include the combined votes of the Class A membership and Class B membership of the Association. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting for lack of a quorum (adjourned meeting). The members present, either in person or by proxy and without any further notice, may then re-open the meeting and, although the members in attendance are less than the specified quorum fixed by this Article, the members present, either in person or by proxy, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE AND BUILDING STANDARDS

Section 1. Architectural Review Committee. The Developer shall appoint the Architectural Review Committee ("ARC") while the Developer is a Class B member. The interim ARC shall consist of three members appointed by the Developer who are not required to be an Owner. The ARC shall have all of the rights, powers, and duties as specified under Article X. Thereafter, the Board of Directors shall establish the ARC which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that

such members shall not be required to be Owners while the Developer is a Class B member. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARC by the Board shall be subject to the prior approval of the Developer while he is a Class B member. The ARC shall meet (i) as necessary for review of matters submitted to the ARC, and (ii) upon call by the chairman, and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the ARC shall constitute the action of the ARC on any matter before it. The ARC is authorized but not obligated to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. The ARC may elect to transfer authority to the Board of Directors to approval fences, pools, landscaping and other miscellaneous projects but will maintain authority to approve all new construction, including additions to existing structures and accessory buildings. The ARC may establish a "fee" sufficient to cover the expenses to review plans and to compensate any consulting architect, landscape architect, designer, inspector or attorneys obtained for the terms in this article.

Section 2. Permitted Improvements; Submittals. (a) No buildings, structures or other improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, including the alteration of the Lot and Street layout as described on the Plat, except:

(i) such improvements and alterations as are approved in writing by the ARC in accordance with this Article X, or

(ii) improvements which pursuant to this Article X do not require the consent of the ARC.

(b) The ARC is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to this article.

Section 3. Contractors and Service Personnel. (a) All contractors, subcontractors, material suppliers, and related personnel are required to enter and exit through an entrance designated by the Developer.

(b) No Lot filling or slab pouring will be allowed on Sundays, and a reasonable construction schedule should be maintained. Unless otherwise designated by the ARC or the Developer, the foregoing construction activity shall be limited to the following: 7:00am through 7:00pm, Monday to Friday; 8:00am through 5:00pm on Saturday.

(c) Contractors are required to keep the job sites as neat and clean as possible. Streets must be cleaned from clay and mud on a weekly basis. Trash and discarded materials such as lunch

bags, cans, plastic bottles and odd materials, must be removed daily. Stockpiling of trash or any material on adjacent Lots or Streets is not permitted. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party will be given by the ARC to clean up the site within two (2) working days. If the site has not been cleaned after the two (2) working-day period, the Association may remove the debris and charge the Owner for the cleanup costs and expenses incurred, plus an additional amount equal to 25% of the cost of removal.

(d) Mud/silt/debris-free Street and proper erosion control is the responsibility of the contractor. 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 Owner and/or the contractor performing work on a Lot shall be responsible for removal of mud, debris, and other construction materials from the Street rights-of-way which arise from building construction within the Subdivision. Any costs or expenses incurred by the Association in connection with the removal of such material shall be assessed to the Owner or the contractor as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of removal.

(e) It is the responsibility of the contractor performing work on a Lot to maintain drainage ditches/swales at all times.

(f) Portable toilets are the responsibility of the contractors. They should be located out of the right of way and sanitized weekly. Contractors should provide adequate facilities for workers.

(g) Vehicles are to be parked on one side of the Street only or on the immediate site on which the contractor is working, not on adjacent sites. No vehicles (cars, trucks, vans, etc.) may be left in the Subdivision overnight. Construction equipment may be left on the site while in use but must be kept outside of the Street right-of-way.

(h) Washing any truck or vehicle within a Street right-of-way is prohibited.

(i) Concrete delivery trucks may only wash out on the Lot on which concrete has been delivered.

(j) A contractor/builder working within the Subdivision shall be responsible for and repair any damage caused by the contractor/builder, its employees, agents, workmen, and sub-contractors, including, without limitation, damage to Streets and curbs, drainage inlets, Street lights, Street markers, mailboxes, walls, fences, or other Subdivision improvements immediately upon such occurrence. If the contractor/builder causing such damage fails to make such repairs or replacements timely as they occur, the Association shall be entitled but not obligated to make the necessary repairs or replacements, and such costs shall be billed to the responsible contractor. Any amounts incurred by the Developer or the Association in making such repairs or replacements shall be deducted from the contractor or Owner's Deposit. If the contractor or Owner's Deposit is not sufficient, the additional amount will be charged to the Owner.

(k) If a contractor/builder or Owner causes damage to any telephone, cable TV, electrical water, or other utility lines, it is such Owner or contractor/builder's obligation to report the occurrence of damage within thirty (30) minutes and pay all costs and expenses of repairs.

(l) Loud radios or noise emanating from a Lot is prohibited.

(m) The restrictions, requirements, and prohibitions set forth in this Section 10.4 are directed to building contractors and sub-contractors. Each Owner contracting with a building contractor shall be responsible to the Association and members of the Association for compliance with these Restrictive Covenants, requirements, and prohibitions. Notification of violation will be sent to the Owner and contractor responsible for such violation. The failure of the Owner or contractor responsible for the violation to cure the violation on or before fifteen (15) days after notice shall entitle the Association to take all action necessary to repair or resolve the violation, and thereafter assess the costs of compliance to the responsible Owner, as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of compliance. Those actions could include charging the Owner for the correction done by the Subdivision, withholding architectural review until the violations are amended, or, in certain cases, denying entry to contractors or personnel thereby preventing work within the Subdivision.

Section 4. Construction Improvements. All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot or Dwelling shall be located only within the set-back lines specified on the recorded Subdivision Plat, provided that the ARC shall be empowered to grant variances with respect to such set-back lines. The ARC reserves the authority to restrict construction of improvements on any Lots or Dwellings to be undertaken or conducted between Monday and Saturday during reasonable hours, unless otherwise permitted by the ARC under unusual circumstances.

(a) Construction must commence as soon as practicable, but in no event more than six (6) months from date of the approval letter from the ARC, unless the ARC grants an extension of time to commence construction. Construction is considered to be commenced upon clearing the lot or adding fill to the lot and construction must be completed within eighteen (18) from initial date of commencement. All necessary building permits must be obtained and posted prior to commencement and all construction must be in accordance with the guidelines in the restrictive covenants and rules and regulations, including applicable building codes, and the approved plans and specifications. Any change whatsoever to the plans or specifications must be re-submitted to the ARC for review and written approval. The failure of an Owner to proceed with construction without submitting the plans to the ARC for review and written approval will result in a fine in the amount of \$5000. Failure of an Owner or Contractor to complete construction within an eighteen (18) month period will result in a fine of \$25 a day until the certificate of occupancy is issued by St. Tammany Parish and all building standards in these restrictive covenants are met.

(b) Except for those rights reserved to the Developer any proposed reconfiguration of Lots, Streets and conservancy areas, or any change in zoning, shall first be approved in writing by the ARC.

Section 5. Architectural Approval. Prior to construction of a residence, a deposit in the amount of \$2000 or a greater amount deemed necessary by the Developer, ARC or Board of

Directors. The Deposit may be held by the ARC as a master Deposit applicable to multiple Lots under construction by the Owner or contractor, as directed by the ARC. The ARC shall have the authority to determine Deposit amounts and shall refund any remaining portions of the Deposit upon completion of a Dwelling or all Dwellings to which the Deposit is applicable and when all requirements have been met. The ARC shall refund the Deposit only upon completion of the Dwelling and only if the Streets, Common Areas, or any other portion of the Subdivision have not been damaged during the course of construction. In the event that Streets and Common Areas or any other portion of the Subdivision have been damaged during the course of construction then the Deposit shall be forfeited in full, up to the cost of repairs, to the Association for use in making the necessary repairs. The Deposit may be applied by the Association to pay for damages caused by the Owner or building contractor or the agents, subcontractors, employees, or designees for repair, replacement, or removal to the following conditions or violations:

- (a) Streets, Common Areas, and any other portion of the Subdivision which may be subject to activity as a result of construction of a Dwelling. The amount of the Deposit may be changed from time to time by the ARC or as provided otherwise.
- (b) Swales and drainage required herein and/or necessary for a Lot, and any improvements thereon shall be constructed, maintained, graded, and sodded in accordance with the driveway, swale, and drainage requirements of St. Tammany Parish.
- (c) If requested by the ARC, the Owner shall submit to the ARC a certificate, by a licensed Louisiana surveyor, that all ditches on site have been properly graded, all culverts are set to proper grade, and are free of visible damage. Costs associated with the Owner or building contractor's compliance with these Restrictive Covenants and the requirement of St. Tammany Parish.

(d) Except for those trees that must, by necessity, be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, and the removal of dead, damaged, or diseased trees, no sound trees measuring in excess of twelve (12") inches in diameter at two (2') feet above the ground shall be removed from any Lot without written approval of the ARC or the Board of Directors. The ARC shall consider the removal of trees for thinning of tree canopy to allow proper growth of the remaining trees. The Board of Directors may from time to time adopt and promulgate such additional rules and regulations regarding the maintenance of trees, other natural resources, and wildlife upon the Property as it may consider appropriate. Unauthorized cutting of trees shall result in a fine being levied by the ARC against the Owner. Fines shall be: \$1,000 per tree, trees 12" but less than 18" in diameter; \$1,500 per tree, trees 18" in diameter or larger. The ARC will also require replanting of trees cut without ARC approval, in addition to the payment of the fine. Plans for replanting must be approved by the ARC. All of the landscaping of Lots must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

(e) The ARC shall have the sole discretion to determine whether plans submitted for review are acceptable and conform with the harmony and aesthetics of the subdivision. Further, the ARC shall have the right to inspect the premises during reasonable hours during the course of construction to determine whether or not the approved plans and specifications are being complied

with. The ARC shall have the right to cease the project if the approved plans and specifications are not being complied with.

(f) No mailbox shall be installed without the approval of the ARC. A uniform standard mailbox may be adopted for use on each lot by the Developer.

Section 6. Landscape Approval. To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation or filling of any nature, shall be implemented or installed by an Owner or contractor, without the approval of the ARC. Such plans shall indicate the area to be covered by grass lawns as well as the area to be left in a natural state. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or Street in the Subdivision. The same sight-line limitations shall apply to any Lot within ten (10') feet from the intersection of a Street Property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Unless located within seven (7') feet of a building, no Owner other than the Developer shall be entitled to cut, remove, or mutilate any trees having a trunk diameter of twelve (12") inches or more at a point of two (2') feet about ground level, without obtaining the prior approval of the ARC, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot by the Owner of such Lot.

Section 7. No Representation or Warranty of Structural Fitness. Neither the Developer, Association, Board of Directors or the ARC, shall be responsible or liable for any defects in the plans or specifications, any loss or damage arising from the noncompliance with any governmental ordinance or regulation, nor any defects in construction pursuant to such plans and specifications. The approval of any plans or specifications by the ARC shall not serve as any confirmation, warranty or representation by the Committee that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit. The approval of such plans and specifications by the ARC is solely for the purpose of confirming that the plans and specifications provide for a design which is in harmony and consistent with the design concept in the Subdivision. Neither the ARC 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, and no party shall have any right or cause of action against the ARC, Developer, Association, Board of Directors or member or representative, for failure to advise of any defects or deficiencies in the plans or specifications.

Section 8. Building Restrictions. First floor elevations shall conform at least to the minimum height established pursuant to the Parish Flood Control Ordinance and any regulations promulgated by the authority having control there over. Topography, trees, vegetation, and other aesthetic and environmental factors of each individual Lot should be taken into consideration in preparing Dwelling and site plans.

Section 9. Dwelling Size. All lots built in the subdivision shall meet the following minimum requirements:

- (a) The minimum square footage of heated and cooled living area for homes in Wingfield shall be a minimum of 2600 square feet, exclusive of the garage;
- (b) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet;
- (c) Each dwelling constructed on a Lot shall have an attached or detached carport or enclosed garage and shall be a minimum of 400 square feet; the garage or carport shall not be considered as part of the cooled and heated area of the house. Open carports shall not be used for storing of equipment, building materials or junk and shall be used for the storage of vehicles.
- (d) Except for the accommodation of guests and invitees, there shall be no on-street parking allowed. Owners and family members occupying a Dwelling shall park their vehicles in the driveway and garage.

Section 10. Building Location; Culverts; Elevations.

- (a) Exterior wall finishes shall be constructed with materials of a consistent nature and mix on all four sides. The use of vinyl siding anywhere on the Dwelling is prohibited. Exterior wall finishes must be approved by the ARC.
- (b) Each lot shall have individual setback lines as set forth in the Subdivision Plat. Each Owner shall consult the Subdivision Plat to determine a Lot's setback lines.
- (c) Architectural style and materials of an accessory building shall conform with the primary structure, and the location, design and materials of the accessory structure must be approved by the ARC. Accessory buildings made of metal, vinyl siding or plastic, or other such materials that do not conform with the primary structure, are strictly prohibited. The ARC may approve an accessory building structure that may not conform with the primary structure, such as a gazebo, greenhouse or playhouse. No detached structures shall be any nearer than 10 feet from the rear and interior property lines. Accessory buildings in the front or side yards are strictly prohibited.
- (d) All driveways and aprons must be concrete, limestone or asphalt. Limestone driveways must have a border on each side and must be approved by the ARC.
- (e) Any Owner owning two or more adjacent lots may construct a Dwelling across the common side property line of the Lots, subject to the approval of the ARC, obtaining re-subdivision approval from St. Tammany Parish, and compliance with all other setback requirements. There shall not be more than one Dwelling on any Lot.

- (f) Flue pipes are required to be encased with chimney enclosure of masonry or stucco and must be supported by a foundation at grade when located at an exterior wall. Each chimney shall have a decorative metal cap.
- (g) No fence, buildings or other structures shall be built on or across any servitudes or easements granted for utility or drainage purposes nor shall they overhang any servitude or easement. Any fence shall be approved by the ARC and must not interfere with the purpose or use of the servitude or easement. All utility services shall be underground and utility services from overhead sources shall be constructed or permitted on any lot.

ARTICLE IX **USE RESTRICTIONS**

Section 1. Use of Lots and Dwellings. Except as otherwise permitted herein, each Lot and Dwelling shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by Owner or his/her tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a Dwelling for residential purposes shall also not be considered to be in violation of this covenant so long as the lease is for not less than the entire Dwelling and all of the improvements thereon; is for a term of at least six (6) months. All leases shall be required to be in writing and Owner shall provide the Secretary or Managing Agent of the Association, if any, with copies of such lease. Any lessee or tenant shall be subject to the terms and conditions of these Restrictive Covenants and the Rules and Regulations adopted hereinunder.

The failure of an Owner to comply with this Section shall allow the Association to impose a monetary fine or penalty in an amount determined from the Board of Directors from time to time, after the expiration of fifteen (15) days after notice to an Owner.

Section 2. Fences; Site Lines.

- (a) No chain-link fence or barbed wire fence shall be permitted within the Subdivision, except for a dog run fence approved by the ARC and located within the rear yard not visible from neighboring properties or the Street.
- (b) All fences must be approved by the ARC. No fence shall be erected or maintained in the front yard of a Lot. Fences enclosing the side and rear yards shall not exceed the side corners of the main dwelling and must be set back from the front side corners a minimum of ten (10') feet. The composition of allowed fences shall be subject to strict requirements to be established by the Association and/or the ARC and shall be limited to the following: (i) brick wall matching the brick of the house, (ii) stucco wall matching the stucco of the house, (iii) wood board fencing, (iv) wrought iron or aluminum imitation wrought iron fencing, or (v) invisible electronic fencing for pets.

No fence or wall of any kind shall be constructed, placed, maintained, or erected on any Lot without prior submittal of plans and written approval from the ARC as to its materials, location, and height.

- (c) No fence, wall, hedge, tree or shrub planting which obstructs sightlines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any Lot.

Section 3. Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of a dwelling or structure, fence or any other location on the Lot, provided that one (1) temporary real estate sign and one temporary builder's sign advertising the Property for sale or lease, not exceeding six (6) square feet in area, may be erected upon a Lot. Any such temporary real estate sign shall be removed immediately following the sale or rental of such dwelling. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Developer. In addition, the Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas.

No signs shall be permitted at the entrance of the Subdivision or on any common ground or servitude except such signage as may be approved by the Board of Directors.

Section 4. Antennas and Communication Devices. No television antenna, satellite dish, radio receiver, or other similar device shall be visible from the Street fronting the Lot and shall not be attached to or installed within or on the Property without the prior written consent of the ARC or Developer. Subject to the approval of the ARC or Developer, satellite dishes shall not exceed twenty-four (24") inches in diameter, shall be mounted on the ground within the rear yard, and not within view from a Street fronting the Lot. No radio or television signals or any other form of electromagnetic radiation shall be permitted or originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision, provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision for the benefits of the Owners.

Section 5. Alternative Energy Sources. Solar panel or energy collection devices may not be installed without the written approval of the ARC or the Developer (while a Class B Member). A written application must be properly submitted to the ARC or Developer (while a Class B Member) as to the location, placement and design of the solar collection panels or devices and the visual impact of such panels and devices. The ARC, Board of Directors or Developer (while a Class B Member) shall have the authority to formulate and enforce architectural rules, regulations and guidelines for any and all alternative energy sources.

Section 6. Pets and Animals. No animals, livestock, birds, reptiles, chickens, roosters or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Subdivision, provided that up to three (3) generally recognized house pets may be kept, subject to Rules and Regulations adopted by the Association, through its Board of Directors, and further provide that such pets are kept or maintained solely as domestic pets and not for any commercial purpose. No

pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas or any other Lot, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section, a particular pet is a nuisance, and the Board of Directors shall have the right, but not the obligation, to require the Owner of a particular pet to remove such pet from the Subdivision if such pet is found to be a nuisance or to be in violation of these Restrictive Covenants. The Board of Directors shall have the further right, but not the obligation, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an Occupant of his/her Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an Occupant of such Owner's Lot or Dwelling.

Section 7. Nuisances. No rubbish or debris of any kind shall be dumped, placed, burned or permitted to accumulate upon any Lot or any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or in any part of the Common Areas, and each Owner, his/her family, guests, tenants, servants and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Subdivision or which could result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation.

Section 8. Lot Maintenance. Each Owner shall maintain the exterior of his/her Dwelling and any Improvements, including without limitation, walls, fences, driveways, roofs of such Dwelling and Improvements in good condition and repair. Each Owner shall maintain all lawns, landscaping, garden beds, ditches and drainage in good condition so as to not impede the drainage of the Lot or any other Lot in the Subdivision. Further, in order to maintain the beauty of the area, no weeds, rubbish, building materials, junk, debris, or objects of any kind, shall be placed, grown or permitted to accumulate upon any portion of a Lot that renders such portion of the Lot unsanitary, unsightly, offensive or detrimental to any Lot. All Lots, Dwellings and Improvements shall at all times be kept in a healthful, sanitary and attractive condition. No Lot with a Dwelling or Vacant Lot shall be used or maintained as a dumping ground for garbage, trash, junk, debris, grass cutting, tree limbs, lawn debris, building materials, concrete, or any other waste matter of any kind.

Section 9. Motor Vehicles, Trailers, Recreational Vehicles. Each Owner shall provide for parking of automobiles in garages, carports, or driveways. The outside storage or parking of junk vehicles, mobile homes, trailers (either with or without wheels), motor homes, RVs, house trailers, tractors, trucks (other than pick-up trucks), trailer trucks, commercial vans or trucks, buses, boats, or any other recreational vehicles, machinery or equipment of any kind or character is strictly

prohibited. The foregoing restriction shall not apply to any such vehicles or machinery stored in an enclosed garage or structure approved by the ARC. Further, the foregoing restriction shall not apply to recreational vehicles, boats and trailers kept in the rear yard behind a solid fence enclosure. Such storage of any recreational vehicle or machinery as stated above behind a fence must be approved by the ARC. No Owners, Occupants, or Guests shall repair or restore any vehicle or machinery of any kind upon or within the Lot, except within an enclosed garage or workshop, so as to not be seen from the street or neighboring properties. No structure of a temporary character, trailer, camper, camp truck, mobile home, RV, house trailer, camper, tent shack, barn or other outbuilding or accessory building shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 10. Parking. No vehicle of any kind shall be parked on the lawn or any portion of any Lot except the paved portion of the driveway, garage or carport. No vehicles owned or used by an Owner, occupants, guests, contractors, or any other person, shall be parked on the street overnight or on a regular basis. No commercial vehicles shall be parked anywhere in the Subdivision except when making a delivery.

Section 11. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in these Restrictive Covenants to the contrary, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales offices in the Subdivision, signs and model Dwellings, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of the Developer's rights under this Section 10.21 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities. The Developer has the right to control gate operating hours as long as he owns one Lot or building site within the Subdivision.

Section 12. Time Sharing. No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right to use programs.

Section 13. Garbage and Trash Collection Services. Trash, garbage and recycling containers shall not be permitted to remain in view from the street or neighboring properties except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. The Association shall have the authority to negotiate and enter into a contract with a solid waste collection company to provide waste collection services for the Subdivision. The Association may negotiate and contract for a single source billing, which shall be included as an Association expense item and paid for by the Members as dues or Assessments to be determined by the Association. In the alternative, the Association may contract for waste collection services for the Subdivision to be billed on a monthly, quarterly, bi-annual or annual basis to each Owner all within the discretion and control of the Association.

Section 14. Streetscapes.

(a) Mailboxes and House Addresses. Prior to occupancy, each Owner shall install a uniform mailbox and mailbox post of a type, style, color and material selected/designated by the ARC or Developer. The house address will be displayed on the mailbox. The purchase, installation, and maintenance of the mailbox shall be the cost and expense of the Owner. The mailbox must be maintained in good condition and repair at all times by the Owner. An approved vendor/supplier for the uniform mailbox shall be determined by the Developer, Board of Directors or ARC.

(b) Flagpoles. Flagpoles and flags to be displayed shall be approved by the ARC prior to display or installation, except for holidays applicable to the type of flag. The Board of Directors shall have the discretion to determine the types of flags that may be installed.

(c) Basketball Goals, Playsets, Sports or Recreational Equipment. Basketball goals may be installed at the beginning of the driveway near the home. No basketball goals, sports or recreational equipment are to be installed or placed in the Streets or street right of way either permanently or temporarily. No playsets, gym sets, play houses, or tree houses are prohibited in the front yard of any Lot. Playsets, play houses, or other recreational equipment erected in the rear or side yard may not exceed the height of eight feet (8') with the prior approval of the ARC. All recreational structures mentioned above, but not limited to, must be maintained in good condition and repair at all times.

(d) Windows. Any window covering placed on any windows facing any Street must be lined with a white or off-white backing unless otherwise approved by the ARC. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall any heating or air-conditioning unit be permitted in any window of the Dwelling.

Section 15. Lighting. The owner of each lot shall maintain not less than one gas light attached to the front façade of the main residential dwelling. All exterior lighting must be approved by the ARC prior to installation.

Section 16. Aircraft and Drones. There shall be no landing or taking off of aircraft of any form, including helicopters of any form, in the subdivision. Use of drones in the airspace of rear and front yards of neighboring properties is considered a nuisance and is prohibited. The Board of Directors shall have the authority to require an Owner to restrict the use of a drone on his property only. Further, the Association shall have the right to fine an Owner, in an amount determined by the Developer or Board of Directors, for flying a drone in any manner that may be a nuisance.

Section 17. Drainage. No Owner shall in any way interfere with or alter the established drainage pattern of water over his/her Lot or interfere with drainage over and through any drainage servitude on his/her Lot. For purposes of these Restrictive Covenants, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time at the overall filling and grading of the Subdivision in accordance with the drainage plan which has been submitted by Developer and approved by the St. Tammany Parish Department of Engineering. Each Owner shall create and maintain a drainage-way ("swale"), being five feet in width

immediately adjacent to the interior side Lot lines of a 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 or drainage ditch or other drainage facility. No fence structure, fill, planting, other placement by an Owner shall substantially interfere with the drainage flow in this swale area. Any modification, connection, or tie-in into the existing drainage system for the Subdivision by an Owner or contractor is strictly prohibited.

Section 18. Swimming Pools, Patios, Decks. Swimming pools, hot tubs, patios, decks, sheds, and other accessory buildings shall be (i) in the rear yard of the Dwelling, (ii) comply with all St. Tammany Parish requirements and permit must be obtained prior construction, (iii) be constructed no closer than ten feet (10') from the rear and side Lot line or any drainage servitude, (iv) swimming pools shall be constructed in the ground and shall not be constructed without review and prior written approval of the Developer or ARC.

ARTICLE X

RULES, REGULATIONS AND ENFORCEMENTS

Section 1. Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use of Lots, Dwellings, Common Areas, Community Facilities, Parks, Green Space Areas located thereon. In particular, but without limitation, the Board of Directors may promulgate from time to time Rules and Regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous or unsafe. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale.

Section 2. Vehicles. All vehicular traffic on the private Streets and roads in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana and St. Tammany Parish concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Any such fines or penalties imposed by the Association shall not exceed the sum of \$100.00 per occurrence. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision. The use of ATVs, 4-wheelers, 3-wheelers, dirt bikes, or other non-street legal vehicles, are prohibited on any Streets or other Common Areas of the Subdivision.

Section 3. Authority and Enforcement. Subject to the provisions set forth in this Section, upon the violation of these Restrictive Covenants, By-Laws, Rules and Regulations duly adopted hereinunder, the Board of Directors shall have the power

(a) to impose reasonable monetary fines which will constitute a real obligation and lien upon the Lot, the Owners or Occupants of which are guilty of such violation,

(b) to suspend an Owner's right to vote in the Association and attend an annual meeting of the Membership, or

(c) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the Co-Owner's of such Owner and their respective families guests and tenants) to use any of the recreational facilities or amenities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his/her family, guests or tenants. Any such suspension of rights may be for the duration of the infraction, and for any additional period thereafter if an infraction is repeated.

Section 4. Procedure. Except with respect to the failure of an Owner to pay Assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Subdivision for violations of the Declaration, By-Laws, or any Rules and Regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying: (i) the alleged violation; (ii) the actions required to abate the violation; and (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction. If such violation is a continuing one, a statement that any further violation of the same provision of these Restrictive Covenants, the By-Laws, or of the Rules and Regulations of the Association may result in the imposition of sanctions with notice but without the ten (10) day abatement period.

XI. GENERAL PROVISIONS

Section 1. Control by the Developer. Notwithstanding any other language or provision to the contrary in these Restrictive Covenants, in the Articles of Incorporation, or in the By-Laws of the Association, the Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association. Every Owner in the Subdivision, by acceptance of title to his/her Lot agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section. Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall pass to the Owners, including the Developer if the Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter in accordance with the By-Laws of the Association. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of

Directors, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Developer has in its possession.

Section 2. Duration and Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges, and restrictions of these Restrictive Covenants 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 these Restrictive Covenants, 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 shall automatically extend for successive ten (10) year periods each, unless an instrument signed by (i) the then Owners of a majority of the Lots in the Subdivision, and (ii) the holder of the Class B memberships of the Association, has been recorded agreeing to amend, modify, or terminate said servitudes, privileges, and restrictions in whole or in part. The terms and provisions of these Restrictive Covenants, or any of the servitudes, privileges, or restrictions herein contained, may be amended, modified, or terminated, in whole or in part, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the Subdivision subject to approval by the Developer while Class B shares are outstanding; or (ii) by the Developer, alone, without the consent, vote, or approval of the Owners, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 3. Enforcement. Each Owner shall comply strictly with the By-Laws and the published Rules and Regulations of the Association adopted pursuant to these Restrictive Covenants, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in these Restrictive Covenants and in the deed or other instrument of conveyance to his/her Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any provision of the Restrictive Covenants, Rules and Regulations or By-Laws, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of these Restrictive Covenants, the By-Laws, and the Rules and Regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery or damages, and that the Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Developer, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right

of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of these Restrictive Covenants, the By-Laws, or any Rules and Regulations of the Association, however long continued.

Section 4. Interpretation. In all cases, the provisions set forth or provided for in these Restrictive Covenants shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of these Restrictive Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of these Restrictive Covenants shall be the date of its filing for record on the Records of the Clerk of Court for St. Tammany Parish, Louisiana. The captions of each Article and Section herein, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

Section 5. Severability. Whenever possible, each provision of these Restrictive Covenants shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Restrictive Covenants to any Person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of these Restrictive Covenants are declared to be severable.

Section 6. Rights of Third Persons. This Declaration shall be recorded for the benefit of the Developer, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining Owner or third party shall have any right, title, or interest whatsoever in the Subdivision, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Developer and Mortgagees, as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of these Restrictive Covenants without the consent, permission, or approval of any adjoining Owner or third party.

Section 7. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot, other Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

Section 8. No Trespass. Whenever the Association, the Developer, the ARC, and their respective successors, assigns, agents or employees are permitted by these Restrictive Covenants to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon and the taking of such action shall not be deemed to be a trespass.