

**HAMILTON OAKS
DECLARATION OF COVENANTS,
RESTRICTIONS AND SERVITUDES**

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BE IT KNOWN, that on this _____ day of _____,

BEFORE ME, the undersigned authority, a 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:

Wright Avenue Associates, LLC thru Dale C. Higgins, Managing Member, Tax ID No. 26-0061667, a limited liability company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, said company being domiciled in Jefferson Parish, Louisiana, herein appearing by and through its duly authorized Managing Member, Dale C. Higgins, authorized by virtue of that certificate of authority, original of which is annexed hereto and made a part hereof, the mailing address is declared to be:

DALE HIGGINS (hereinafter referred to as “Declarant” or “Developer”)

who after being duly sworn, declared that:

WHEREAS, Declarant is the owner of certain real property commonly referred to as Hamilton Oaks, which is located in Jefferson Parish, Louisiana and is more fully described on Exhibit “A” attached hereto and made a part hereof;

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

WHEREAS, on _____, the Jefferson Parish Council adopted Ordinance No. _____ (“the Preliminary Ordinance”) granting conditional approval of a plan of resubdivision with respect to the aforesaid property in accordance with a plat of survey of _____, dated _____ (the “survey”);

WHEREAS, on _____, the Jefferson Parish Council adopted Ordinance No. _____ (the “Final Ordinance”; and together with the Preliminary Ordinance, the “Ordinances”), granting final approval of the plan of re-subdivision with respect to the aforesaid property, in accordance with a plat of the Survey, which approved plat of re-subdivision is recorded in the conveyance records of Jefferson Parish, Louisiana at COB _____, Page _____ (the “Approved Plat”)

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the subdivision shown on the Approved Plat, and to this end, desires to subject the immovable property that is the subject of the above referenced Ordinances and the Approved Plat (the “Subdivision”) to the covenants, restrictions, servitudes, charges and liens 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, Declarant 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 this Declaration and collecting and disbursing the assessments and charges hereinafter established; and,

WHEREAS, Declarant has incorporated under the laws of the State of Louisiana, a non-profit corporation, the name of which is HAMILTON OAKS HOMEOWNER’S ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Declarant hereby declares that in order to preserve the natural setting 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 restrictions, covenants, conditions and servitudes set forth in this Declaration, which Declaration shall run with the title to the Subdivision and each part thereof. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Subdivision, their heirs, successors, successor-in-title and assigns and shall inure to the benefit of each owner of any portion of the Subdivision, including, without limitation, Declarant. 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 this Declaration.

ARTICLE I DEFINITIONS

Capitalized terms used in the preamble to this Declaration 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 June 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 6.3
- 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 HAMILTON OAKS HOMEOWNER’S 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 HAMILTON OAKS HOMEOWNER’S 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 this Declaration 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 Declarant 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 Declarant has sold or otherwise divested itself of or transferred its entire interest in all Lots in the Subdivision, and (ii) the date that the Declarant, 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 the Articles and 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 6.5(3)
- 1.12 “Foundation Plan” shall have the meaning ascribed to such term in Section 6.5(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 eighty-two (82) numbered lots shown upon the Approved Plat.
- 1.16 “Member” shall mean a member, whether 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 6.3
- 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 by amended, modified or supplemented.
- 1.21 “Service Personnel” shall have the meaning ascribed to such term in Section 9.1.
- 1.22 “Site Plan” shall have the meaning ascribed to such term in Section 6.5(1).
- 1.23 “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.

- 1.24 “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 this Declaration.
- 1.25 “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 this Declaration is located in Jefferson Parish, Louisiana and is known as the Hamilton Oaks 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 this Declaration 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 Declarant 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 Declarant, 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, which 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 Declarant. 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 June 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 \$200.00, 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 Declarant is in the process of development and that certain typical association expenses, such as common ground landscaping and the maintenance thereof are at the Declarant'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 Declarant 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 Declarant's Obligation for Assessments. Prior to the Control Period Termination Date, Declarant shall not be obligated to pay Annual Assessments for Lots owned by Declarant, provided that Declarant shall be obligated to pay the difference between the sum of all Annual Assessments and Special Assessments levied on all Lots previously transferred by Declarant and the actual expenditures of the Association during the relevant fiscal year of the Association. The Declarant's obligation under this Section 4.6 may be satisfied in the form of cash and "in-kind" contributions. Should the Declarant own any Lots following the Control Period Termination Date, the Declarant 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 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 this Declaration 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 Declarant, 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 Declarant 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

detection 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 Declarant, 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 Declarant 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 and in Article VIII (the “Design Guidelines”), 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 this Declaration 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 Declarant 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. Compensation for services provided by members of the ARC shall be established from time to time by the Board of Directors. 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 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”) and a non-refundable fee in the amount of \$75.00 to partially defray the expenses of the ARC in processing the Application. Excessive resubmission of any Application, as may be required by the ARC for approval, may result in additional processing fees as determined by the Association, in its reasonable discretion.
- 6.4 Submittal of Application. The Application, Plans and Specifications and fee described in Section 6.3 hereof shall be submitted to the ARC at the designated office of the Association. 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.

- 6.5 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 ¼”=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.

- 6.6 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 fourteen (14) working days from the date of receipt by the Association of the Application and other items required by Section 6.3 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 fourteen (14) working 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.

- 6.7 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 fourteen (14) day review period described in Section 6.6 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.
- 6.8 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.
- 6.9 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 Declarant, 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 this Declaration, 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.
- 6.10 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 this Declaration. 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.

ARTICLE VII GENERAL RESTRICTIONS

- 7.1 Single Family Dwellings. Each Lot shall be used for single family residential purposes only, and no industrial, commercial or business activity of any kind, nature or character may be carried on from or upon a Lot except as expressly referenced hereinafter. No more than one (1) principal dwelling shall be located on any Lot. No mobile and/or manufactured homes shall be placed or allowed to remain on any Lot. No structure of a temporary character, including, but not limited to, a motor home, recreational vehicle, tent, shack, garage or other construction shall be used at any time as a residence, whether permanently or on a temporary or interim basis. The use of a portion of a dwelling as an office by an Owner or occupant shall not be considered a violation of this covenant if such use does not create regular or disruptive customer, client or employee traffic.
- 7.2 Excavation. No Lot may be used for the purpose of locating, mining, quarrying, extracting, or removing oil, gas or other hydrocarbons, minerals, gravel, sand or earth or for any other similar or related purpose.
- 7.3 Water and Sewerage. No private water wells may be drilled, installed or maintained upon or below any Lot and no septic tanks or similar sewerage facilities may be installed, used or maintained on or below any Lot. Each Lot shall be connected to the Jefferson Parish, Louisiana, public water and sewer systems, and all costs and expenses attributable to or resulting from such connections shall be paid when due by the Owner or Owners of such Lot.
- 7.4 Commercial Activities. 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.
- 7.5 Pets. Ordinary household pets shall be allowed within the Subdivision, but each such pet shall be maintained on a leash at all times when not on the Lot occupied by the owner or custodian of such pet. No animals shall be maintained for commercial, business or agricultural purposes such as breeding or sale.

- 7.6 Signs. Except for street address markers and the entrance sign to the Subdivision, directional signs, signs for traffic control or safety, and other signs installed within the Subdivision by the Declarant or the Association, no signs or advertising of any kind or character shall be erected, posted or displayed upon, in or about any Lot or any dwelling situated upon any Lot, provided that one temporary "for sale" or "for lease" sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. One temporary contractor's sign not exceeding six (6) square feet also may be placed upon a Lot, but only during the period that the dwelling to be located upon such Lot is under construction. Each such temporary sign shall be removed promptly following the sale or lease of the Lot where located or completion of construction thereon, as applicable.
- 7.7 Burning. Burning of trash, scrap materials or refuse of any kind is prohibited on any Lot at any time.
- 7.8 Trash Receptacles and Collection. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tight-fitting lids, or other containers approved by the Association, and which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb abutting his Lot only on those days designated by the Association as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic or other container. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.
- 7.9 Window Coolers. No Window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential structure on any Lot in the Subdivision.
- 7.10 No Violation of Law. Nothing shall be done or kept in or on any portion of the Properties that is in violation of any statute, rule, ordinance, regulation, or validly approved requirement of any governmental body.
- 7.11 Antennae Restrictions and Satellite Dishes. No radio or television aerial wires or antennae shall be maintained on the outside of any building nor shall any freestanding antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish larger than eighteen (18) inches in diameter shall be used. Satellite dishes shall not be visible above the top of any fence, or from public streets, Common Properties or adjoining Lots.

- 7.12 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Any truck, bus, boat, boat trailer, mobile home, campmobile, camper or any vehicle other than conventional automobiles shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common properties, or public streets, unless approved in writing by the Architectural Control Committee.

Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain upon the Properties during any period of construction or sale, such facilities and equipment as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said townhomes, including, but not limited to a business office, storage area, construction yards, and structures, signs, model townhomes and sales offices.

- 7.13 Noxious Activities: Noise. No noxious or offensive activity that may become an annoyance or nuisance to the occupants of the Subdivision shall be carried on upon or about any Lot or within any dwelling or other structure located upon a Lot. This includes, but is not limited to, excessively loud noise, such as music or parties. The Association strongly encourages neighborly etiquette and suggests that the first remedy for “disturbing the peace” is to communicate directly with the offending party; and second, as in any community, one can request assistance from the proper local authority. The Association cannot respond immediately to specific problems of this type; however the Association will have within its power the right to monitor and address chronic problems in any way possible.

- 7.14 Leases. No dwelling located upon any Lot or any part of any thereof shall be leased or rented for a term of less than twelve (12) months. No other portion of, or structure located on, any Lot shall be leased independently of the dwelling located thereon.

- 7.15 Storage of Supplies. Supplies, equipment, fishing gear and other similar movable property located upon a Lot shall be stored inside of an enclosed structure so that they are not visible from other Lots, waterways or rights-of-ways within the Subdivision.

- 7.16 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage servitudes or other rights-of-way incident thereto, and vacant land, in a

well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
 - (ii) Lawn mowing on a regular basis (front lawns will be edged and mowed by the association);
 - (iii) Tree and shrub pruning;
 - (iv) Watering landscaped areas;
 - (v) Maintaining exterior lighting in working order;
 - (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
 - (vii) Keeping parking areas, driveways, curbs and roads in good repair;
 - (viii) Complying with all government health and police requirements
 - (ix) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designed to be Common Properties maintained by applicable governmental authorities or the Association; and
 - (x) Maintenance, repair, replacement and repainting of all improvements.
- (b) If, in the opinion of the Association, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.
- (c) Notwithstanding the provisions of Section 7.16(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to One Hundred and NO/100 Dollars (\$100.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Section 7.16(b) and (c) above shall, jointly, severally and solidarily, be liable for the cost of such work, such costs constituting a special individual assessment as specified in Section 5.05(b) hereof, and shall promptly reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association. Said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Lot or Lots on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to, the right of foreclosure.

**ARTICLE VIII
DESIGN AND CONSTRUCTION
REQUIREMENTS AND GUIDELINES**

- 8.1 General. The following requirements and guidelines shall be used by the ARC to review and evaluate each Application and related Plans and Specifications for the development of each Lot and the construction of a residential dwelling and other structures and improvements upon a Lot. Provided each Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall endeavor to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:
- 8.2 Orientation/Minimum Area Requirement. The front entrance to all residential structures shall face a street. The front entrance to residential structures constructed and to be constructed upon Lots 10, 26, 27, 31, 32, 37, 39, and 44 may have an entrance facing both streets, provided the plans are approved by the ARC in writing and otherwise permitted by applicable zoning, resubdivision and building ordinances and laws.

The minimum area requirements for residential structures constructed or to be constructed on Lots 1-44, inclusive, shall be 2,200 square feet of heated/cooled living area. The determination of "living area" shall not include screened porches, open porches, or garages. Residential structures constructed or to be constructed on Lots 45-82, inclusive, shall have the square footage as determined in the sole discretion of Declarant. The minimum first floor ceiling height shall not be less than ten (10) feet in height, measured from the finished floor to the finished ceiling.

Residential structures constructed or to be constructed are required to have a minimum of one (1) single car garage located on the Lot. Said garage may be attached to the residence or may be detached as provided in Section 8.5 hereof.

- 8.3 Site Setbacks. Front yard building setbacks shall comply with the regulations of the Jefferson Parish Government, provided that all buildings shall be setback a minimum twenty feet (20') from the front property line. Side yard building setbacks shall comply with the regulations of the Jefferson Parish Government, provided that all buildings shall be setback a minimum five feet (5') from the side yard property line.
- 8.4 Fences constructed by Lot Owners. No Fence or wall shall be allowed between the front property line of a Lot and the front of the residential structure constructed on the Lot. Fences and walls located upon a Lot shall only be allowed along the side property line of the Lot and along the rear property line of the Lot. Fences and walls located upon a Lot shall conform to the architectural style of the dwelling situated on such Lot and shall not exceed six (6) feet in height. No fence or wall shall be erected or permitted on any servitude established under this Declaration. All fences and walls shall be (i) of a design and constructed of materials approved by the ARC (ii) permitted only with the prior written approval of the ARC.
- 8.5 Detached Structures. Gazebos and other detached or outlying structures located upon Lots 1-44, inclusive, if any, shall be (i) permitted only with the prior written approval of the ARC, (ii) constructed with materials and workmanship of a quality identical to that of the dwelling located or to be located upon such Lot, and (iii) located only in the rear of the Lot. No metal buildings shall be allowed.

Garages, porticos, and porte' cocheres shall be attached to, enclosed and integrated with the main dwelling except for detached Garages located at the rear of a Lot. Flat roofs and carports shall not be allowed.

Residential Structures located on Lots 45-82, inclusive, shall not have any detached outbuilding whatsoever.

- 8.6 Driveways / Sidewalks. Driveways or other areas of a Lot used for vehicular parking shall be constructed with concrete or other similar hard-paved surface material approved by the ARC in writing, at a location designated by the Owner of such Lot and approved by the ARC in writing. Each driveway shall be designed, constructed and maintained by the Owner of the Lot upon which it is located to insure compliance with the requirements of Section 8.14 hereof. *All*

driveways shall be constructed on top of grade above all sub-surface drainage culverts, if any, and no excavation below grade shall be allowed for or in connection with driveway installations. No Lot may be accessed by vehicles or equipment, or by any motor home, recreational vehicle, camper or trailer (including any boat trailer), at any location other than the driveway location approved by the ARC, it being understood that this requirement is intended to protect the underground drainage culverts located within the Subdivision. 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. Each Owner shall provide off-street parking facilities for all vehicles used by individuals residing upon or otherwise visiting the Lot of such Owner. At a minimum, off-street parking, excluding garage parking, shall be provided on each Lot for two (2) vehicles.

No vehicles of any kind shall be parked on a regular basis on any street within the Subdivision, whether such street is public or private, and under no circumstances shall any vehicle ever be parked within the right of way for, or on top of, any culverts within the Subdivision. No boats, motor homes, recreational vehicles, campers or trailers of any kind (including boat trailers) shall be regularly parked and/or maintained in any street within the Subdivision, whether public or private, or in the front yard, front driveway or front portion of any Lot, provided that boats, motor homes, recreational vehicles, campers or trailers (including boat trailers) may be parked within an enclosed structure,

No sidewalks have been, and no sidewalks may be, constructed within the Subdivision, provided that a walkway from any street in front of a Lot to the front entrance to the dwelling located upon such Lot shall be permitted. All such walkways shall be constructed with concrete, brick or similar materials approved by the ARC.

- 8.7 Drainage. Drainage swales on any side of a Lot shall be maintained with healthy sodding and mowed regularly. Lots shall not drain onto any adjacent Lot.
- 8.8 Swimming Pools. Swimming pools may be constructed or otherwise located upon a Lot, but only if located in the side or rear yard of such Lot and such side or rear yard is enclosed with fencing permitted by this Declaration. Above ground swimming pools shall not be allowed.
- 8.9 Dwelling. Traditional, southern-styled architectural designs for dwellings are preferred in order to achieve and maintain the desired character of the Subdivision.

Color selections for dwellings and other improvements located upon any Lot shall be compatible with the general appearance of the neighborhood and with other

materials used or otherwise located upon such Lot. Bright, contrasting colors shall not be permitted unless compatibility with the existing neighborhood is conclusively demonstrated by the applicant to the ARC. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation.

The entrance portion of the front elevation should be emphasized and covered. Screen or storm doors shall not be allowed at the front elevation.

Exterior materials shall begin and terminate at logical points; arbitrary breaks in finishes should be avoided.

- 8.10** Roofs. The massing and proportions of the building elements should be logical, with the roof design reflecting the configuration of the interior spaces.

Hipped and gable roofs are preferred. Single slope roofs shall be considered should they be shown to be compatible to other adjacent neighborhood or subdivision buildings

Skylights, flues, chimneys and solar collectors shall be located on the rear of the dwelling only. All flues for fireplaces shall be enclosed with materials which relate to the primary exterior finishes used on the dwelling.

All gutters and down pipes shall have color finish compatible with exterior finishes. Contrasting accent colors shall not be permitted.

Any use of metal roofing must be reviewed and approved by the ARC. Medium or dark gray or earth tones are recommended for roof shingle colors. Roof shingles for any structure shall be of a dimensional style and type (260 pound or greater weight fiberglass), ordinary seal-tab roofing materials shall not be allowed. Roof shingles are to be of fungus-resistant materials.

- 8.11** Underground Utilities. All utilities, including, without limitation, telephone lines, electrical lines, sewers, drains, water pipes, etc., located on or within the boundaries of any Lot shall be placed underground in such a manner as to be acceptable to the applicable utility authority, ARC and all government authorities with jurisdiction.

- 8.12** Trees. Trees are to remain except for those approved for removal by the ARC or where a dwelling or structure would be built, or trees that are determined by the ARC to be damaged. Landscape plans for all new, proposed plant materials, walkways and other site features shall be reviewed for approval and shall include a minimum of three (3) 4" diameter, new shade trees, indigenous to the area, to be installed with landscaping.

- 8.13** Mailboxes. Consistent with the compatibility of the subdivision there will be one design of mailboxes throughout the subdivision. The ARC will choose and approve the design of the mailbox.

ARTICLE IX CONSTRUCTION REGULATIONS

- 9.1 General. These construction regulations shall apply to all Owners and to all general contractors, builders, sub-contractors, suppliers, materialmen, laborers and other service personnel (collectively, "Service Personnel") working or otherwise providing services within any part of the Subdivision. Each Owner shall be responsible for, and shall familiarize any and all Service Personnel working on his Lot with, these regulations. The Association shall be responsible for enforcing these regulations. The Association shall deliver written notification of any violation hereof to the Owner of the Lot(s) responsible, and each such notice shall describe those items not in compliance with these regulations. Upon receipt of such a notification, each involved Owner shall have five (5) working days to correct the situation. If an involved Owner has failed to remedy the violation within the time allowed, the Association may take such action and incur such expenses as may, in the sole discretion of the Board of Directors of the Association, be necessary to correct the violation. The actions and remedies available to the Association shall include, but shall not be limited to: immediate injunctive relief; charging each applicable Owner for any and all corrective measures; withholding ARC review and/or approval of any Application or other matter in which any such Owner is an interested party until all violations are corrected; and, denying entry to the Subdivision to Service Personnel engaged by or on behalf of any such Owner.

Any damage done by Service Personnel to streets and 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 performing services, all at the expense of such Owner.

No radio, stereo, amplifier or similar device shall be played outdoors by any Service Personnel, and no speakers shall be placed outside of any dwelling.

- 9.2 Contractors. Only contractors approved by the Association and the ARC shall be allowed to construct a dwelling on any lot within the subdivision
- 9.3 Construction Time. Construction of a dwelling and other improvements upon a Lot must be substantially complete and suitable for occupancy by the Owner of

such Lot or his tenant within one (1) year from the issuance of a building permit for such construction or not later than (2) years from date of act of sale whichever is sooner. No building shall be occupied or used as a dwelling prior to the date that the exterior of the dwelling has been finished (painting included), the building has been connected to an operational sewage collection line, and all applicable requirements of State and Parish health and safety officials have been satisfied.

Exterior construction activities or other constructions activities that may disturb other Owners or residents of the Subdivision shall be limited to the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, and 8:00 A.M. to 4:00 P.M. on Saturdays and Sundays. Sunday or holiday construction or work is discouraged.

- 9.4 Trash Handling. The Owner of a Lot shall be required to provide, or cause the provision of, trash/refuse receptacle on such Lot at all times during any period of construction upon or about such Lot and also shall be responsible for maintaining such Lot in a neat and clean condition before, during and after such construction period. Trash and discarded materials such as lunch bags, cans and other materials, shall be removed from each Lot daily. Trash, waste or any other material on any Lot or within any street within the Subdivision is strictly prohibited. No trash/refuse receptacle shall create a nuisance to other Owners or their guests. If trash and debris on a Lot becomes a noticeable problem, the Association shall deliver notice thereof to the responsible Owner requesting clean-up of the Lot within three (3) working days from the date of receipt of such notice by said Owner. If, after such 3-day period, the Lot has not been cleaned, the Association may remove any and all trash and debris located upon such Lot and assess the Owner and Lot with all costs incurred in so doing.
- 9.5 Erosion Control. Service Personnel shall not allow mud, silt or other debris of any nature or kind to remain on any street within the Subdivision, public or private, and the elimination of vehicles tracking mud through the Subdivision shall be the responsibility of the Owner for whom the culpable Service Personnel are working or performing services. Service Personnel also shall be responsible for maintaining adequate erosion control measures at all times. These regulations shall be strictly enforced by the Association.
- 9.6 Facilities. Service Personnel only shall use utilities provided directly to the Lot upon which they are working. Portable toilets shall be the responsibility of the Service Personnel using same. All portable toilets shall be sanitized at least weekly and located upon the Lot where Service Personnel using same are providing services or working. Service Personnel shall provide adequate rest room and other facilities for workers on the Lot upon which they are working or performing services.
- 9.7 Damage to Utilities. If any telephone, television, electrical, water or other utility lines, cables or facilities are cut or damaged as a consequence, directly or

indirectly, of construction or other activities undertaken on or with respect to a Lot, the responsible party shall report such incident, within (30) minutes from its occurrence, to the appropriate utility company and governmental authorities.

- 9.8 Vehicles. Service Personnel shall limit parking to either the street immediately in front of the Lot upon which they are undertaking construction or providing services on 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. Construction equipment may be left on a Lot while in use upon such Lot, but such construction equipment may not be parked or otherwise located upon any street within the Subdivision.

Vehicles may not be cleaned or washed while located upon any street within the Subdivision. Concrete delivery trucks may be washed within the Subdivision only on the Lot(s) that such trucks are servicing. This regulation shall be strictly enforced by the Association. Operators of vehicles shall not spill any damaging materials within the Subdivision. If spillage does occur, it shall be the responsibility of the Owner for whom the Service Personnel were working to clean-up. If such Owner does not meet this obligation within three (3) days of his receipt of notice of such spillage from the Association, the Association may take control of the clean-up and all costs thereof shall be assessed to the Owner and against the Lot of such Owner. Spills shall be reported by the responsible party to the Association as soon as possible. In the event of an emergency, no notice need be given by the Association before it takes control of the clean-up at the expense of the responsible Owner.

No Service Personnel may drive, place or locate any vehicle upon a Lot unless the culvert adjacent to such Lot is adequately protected from damage in accordance with the requirements of Section 8.14 hereof. Any damage to any culvert within the Subdivision caused by Service Personnel shall be the responsibility of the Owner for whom such Service Personnel are performing services regardless of the location of the damage. All damage to culverts caused by Service Personnel shall be repaired and maintained in accordance with the requirements of Section 8.14 hereof, provided that in such event, the Owner for whom the applicable Service Personnel were performing services and the Lot of such Owner shall be the "Owner" and "Lot" described in said Section 8.14 hereof in Lieu of the Lot adjacent to the damaged culvert and its Owner.

- 9.9 Business Signs. Business signs or other forms of advertisement are permitted only during actual construction upon a Lot. Such signage shall be limited to a maximum area of six (6) square feet. All building permits shall be posted as required and protected from the elements. No sign or permit shall be attached to any tree within the Subdivision.

ARTICLE X
SERVITUDES

10.1 Declarant, as the Owner of all Lots within the Subdivision on the date of this Declaration, hereby establishes by its destination, to the fullest extent permitted by La. Civ. Code Art. 741, the following servitudes:

- (1) Non-exclusive perpetual predial and personal servitudes of passage over and across each of the roadways within the Subdivision, said roadways being designated on the Approved Plat as Oak Glen Drive, Mae Drive, Alvin Drive, Oak Dale Drive, (i) for the benefit of each Lot within the Subdivision and each of the future Owners of any thereof for the purposes of ingress and egress to Lots within the Subdivision and (ii) Declarant, its successor and assigns and their respective designees, for the purpose of gaining ingress and egress to the Lots currently owned by Declarant and other properties owned and/or to be developed by Declarant outside of the Subdivision. Use of these Roadways shall be subject to the terms and conditions herein contained applicable to "streets" within the Subdivision. The roadways above described currently are private streets, but it is the intent of the Declarant and the Association to dedicate all said roadways to the Parish of Jefferson, Louisiana or another governmental authority willing to accept such roadways and maintain them as public streets. Upon such dedication and acceptance, as evidenced by an instrument recorded in the conveyance records of Jefferson Parish, Louisiana the servitudes of passage burdening the roadways within the Subdivision shall terminate without further action by Declarant, the Association or any Owner, but only for so long as said roadways remain public.
- (2) Non-exclusive, perpetual personal servitudes over, across, under and above each Lot and all improvements located thereon in favor of the Association and its designees for ingress and egress to each such Lot for the purpose of exercising the rights of the Association under any and all Sections of this Declaration.
- (3) Non-exclusive, perpetual predial servitude in favor of each Lot over and across the area located between such Lot and the street within the Subdivision providing access to such Lot wherein Declarant has -installed culverts for the purposes of (1) providing access to such Lot and (ii) maintaining soil or other material over said culverts as required by Section 8.14 hereof.
- (4) Servitudes over, across and under (i) each Lot and (ii) all roads within the Subdivision for the provision of utility services to the Lots and other parts

of the Subdivision, as more particularly set forth in that certain Right of Way Instrument Entergy Louisiana, Inc. recorded in the conveyance records of Jefferson Parish, Louisiana at COB _____, folio _____.

- 10.2 Encroachments. If any part of a townhome or fence located on Lots 45-82, inclusive, unintentionally encroaches, or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach, upon another Lot, the encroaching Lot shall and does have a perpetual servitude for such encroachment and for the maintenance of the same.
- 10.3 Emergency and Service Vehicles. A servitude is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, a servitude is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.
- 10.4 Party Wall. The term "Party Wall" as used herein shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or fire wall protection between adjoining townhomes, which is intended to be situated on the boundary line between adjoining townhomes. The Owner shall own that portion of the Party Wall lying within his Lot. Each Owner having a Party Wall upon his Lot is hereby granted a mutual reciprocal servitude for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining townhome Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure, originally constructed by the Declarant, including any Party Wall, shall protrude over an adjoining Lot such structure shall not be deemed to be an encroachment upon the adjoining Lot. No Owner shall either maintain any action for the removal of a Party Wall or projection or any action for damage because of such protrusion. In the event there is such a protrusion, it shall be deemed that said Owner has granted perpetual servitudes to the adjoining Owner for continuing maintenance and use of the projections or Party Wall. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by the Declarant.

If a Party Wall is destroyed or damaged by fire or other casualty, the Owners of townhomes abutting such Party Wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rules of law regarding liability for negligent or willful acts or omissions.

Destruction or damage to any Party Wall shall not cause the termination of any rights of any Owner thereto, and each such Owner will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall. Owners of townhomes abutting a Party Wall are obligated hereby to restore it to substantially its original condition. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the whole cost of repairing such damage. The Owner causing such damage shall diligently perform all such repairs and reconstruction, and if such Owner shall fail to do so, then any other Owner of a townhome abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Support beams, roofing, fences or other items which are situated upon the boundary line between Lots shall be subject to the same restrictions, servitudes and rules as mentioned above concerning Party Wall.

- 10.5 Servitude for Perimeter Fence. There is hereby imposed upon each Lot in the Subdivision that has a rear property line or a side property line which is common to a boundary line of the subdivision, a servitude for the construction and maintenance of the perimeter fence which Declarant will construct around the boundaries of the subdivision.

ARTICLE XI TOWHHOUSE INSURANCE

- 11.1 Townhome Insurance. Each Owner shall be responsible for and shall procure fire and all-risk coverage insurance upon such Owner's townhome for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as such Owner may determine to be appropriate. Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance as required under this Section is in effect, and that said policy shall not be cancelled, allowed to lapse or materially altered except upon ten (10) days prior written notice thereof to the Board. Each owner shall also be responsible for his own insurance on the contents of his townhome and furnishings and personal property therein.
- 11.2 Rebuilding of Damaged Townhome. In the event of damage to or destruction of any townhome, fence, or garage by fire or any other casualty for which the Owner is required to carry insurance, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The townhome, fence, or garage when rebuilt or repaired shall be substantially similar to its

original architectural design and landscaping shall be in conformity with the design of the original townhome, fence and garage so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his townhome, fence or garage by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost of such rebuilding or repair. In the event that any Owner shall fail within a reasonable time after the occurrence of damage or destruction to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in a manner as provided above, and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Lot.

- 11.3 Cancellation of Coverage. No Owner shall cause or permit anything to be done or kept in or on the Properties, or commit or omit any act, which will result in the cancellation of insurance on any portion of the Properties. In the event of the failure of any Owner to carry or maintain such insurance as is required by this Declaration and provide proof thereof to the Board within thirty (30) days after written demand for the same is made upon such Owner by the Board, the Board will have the power and authority to provide such insurance on behalf of and as agent for said Owner, and the cost of such insurance shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Lot and further may be charged to such Owner as part of his Annual Assessment. Such insurance effected shall provide that the loss thereunder shall be paid to the Board as insurance trustees under this Declaration, and the Association will be subject to all the rights and duties of the Owner in regard to repair or replacement of the townhome, fence or garage. A certificate or schedule showing the coverages of each Owner's interest and the amount of the insurance policy shall be furnished each Owner.
- 11.4 Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any manager of Declarant and their respective employees and agents, for damage to the Properties or to any personal property located in or on the Properties, caused by fire or any other casualty, to the extent that such damage is covered, or required by this Declaration to be covered, by fire or other form of casualty insurance. All policies secured by the Association and each Owner under this Article shall contain waivers of the insurer's rights to subrogation as to any claim against the Association, its Board of Directors, and the Declarant and their respective agents and employees, and all other Owners, and providing further that the insurer shall not be entitled to contribution if insurance is purchased by the Association as is hereunder permitted. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

ARTICLE XII
GENERAL PROVISIONS

12.1 Term / Amendment.

Any provision contained in this instrument may be amended or repealed by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the record Owners of not less than two-thirds (2/3) of the Lots, provided, however, that if the Declarant 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 Declarant.

12.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when personally delivered or three (3) days after the date mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

12.3 Damage to the Common Properties. Each Owner or Owners shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or Owners, such Owner's or Owners' family, guests, pets, tenants or invitees.

12.4 Powers. The Association, through its Board of Directors, shall be empowered:

- (1) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
- (2) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.
- (3) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.
- (4) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, one or more times, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the members in the portions affected.

- (5) Subsequent to incorporation, to make available to each Member, within one hundred twenty (120) days after the end of each year, an unaudited annual report.
 - (6) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
 - (7) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any Supplementary Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.
- 12.5 Enforcement. The Declarant, the Association (through its Board of Directors) and each Owner shall be entitled to seek enforcement of this Declaration by any proceeding against any person or persons violating or attempting to violate any term, condition, covenant, restriction or servitude herein contained. The object of any such action may be to restrain violation, compel performance or recover damages, or any combination or such remedies.
- 12.6 Severability. Invalidation of any provision hereof by court order shall in no way affect any other provisions hereof, all of which shall remain in full force and effect.
- 12.7 Rules of Construction. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires.
- 12.8 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 12.9 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.
- 12.10 Disputes. Matters of dispute or disagreement between Owners with respect to the interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

THUS DONE AND PASSED in the Parish of Jefferson, State of Louisiana, on the date set forth above, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said Declarant, and me, Notary, after due reading of the whole.

WITNESSES

WRIGHT AVENUE ASSOCIATES, LLC

by Dale C. Higgins, Managing Member

NOTARY PUBLIC