

**RULES AND REGULATIONS OF
THE ESTATES AT WATERCROSS**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

**BY: THE ESTATES AT WATERCROSS
OWNERS ASSOCIATION, INC.**

PARISH OF ST. TAMMANY

BE IT KNOWN, on the 5th day of November, 2016;

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

PERSONALLY CAME AND APPEARED:

ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled in Metairie, Jefferson Parish, Louisiana, herein represented by its duly authorized President, Bruce Wainer, its mailing address being: 321 Veterans Blvd, Suite 201, Metairie, LA 70005; (hereinafter referred to as "**Association**");

DEVELOPER VISION STATEMENT

The Estates at Watercross Subdivision is located in the heart of the fastest growing corridor in St. Tammany Parish, tucked away on the scenic and historic Tchefuncte River. The Estates at Watercross preserves the natural setting and beauty of the notable piney woods of Covington, Louisiana, and features lush vegetation and brilliant trees. The riverfront setting and the community boat launch, parks, and green spaces afford residents the unique opportunity to spend their leisure time socializing with friends, participating in their favorite water sports and other activities, or communing with nature. The neighborhood will feature multiple riverfront lots and river access for all residents while preserving 30 plus acres of natural bottomland hardwood habitat. The aesthetic vision for the Estates at Watercross development shall consist of a classic, timeless design concept where homes utilize Louisiana vernacular and traditional form, yet mix architectural style and creative elements.

The Association declared that under authority of the *Declaration of Servitudes, Easements, and Restrictive Covenants* for Estates at Watercross Subdivision, adopted by Watercross Development, LLC, dated November 2, 2016, recorded as CIN 2042760 of the records of St. Tammany Parish ("**Restrictions**"), the undersigned Association for the Estates at Watercross Subdivision adopts the following rules and regulations for Estates at Watercross Subdivision for the use and benefits of the residents and under the supervision and authority of the Architectural Review Committee ("**ARC**"); the Association attaches this instrument to the Restrictions by reference hereof and requests that the Clerk of Court for St. Tammany Parish makes mention of this instrument in the margin of the records at CIN 2042760 to serve as occasion may require.

The following rules and regulations of the ARC were hereby adopted by the Association effective October 1, 2016, at a meeting duly held by the ARC and approved and adopted by the Board of Directors of the Association ("**Rules and Regulations**") in accordance with Article 8, Section 8.5 of the Restrictions. Except as otherwise specified and/or designated herein, all defined terms used in the following Rules and Regulations are as set forth in the Restrictions.

Section 1. Architectural Review Process

Great care has been taken in the planning, design and construction of Estates at Watercross Subdivision to insure aesthetic harmony with the environment and lifestyle. To this end, it is vitally important that this special character not be compromised by housing designs which are improperly conceived, unresolved or poorly executed. For this reason, the ARC will review all proposed construction, designs, and plans for:

- i) Consideration of primary site design issues
- ii) Sensitivity to the special landscape potential of the area
- iii) Excellence in architectural design
- iv) Landscaping

Architectural Design Guidelines have been established to provide the owners of each lot in the subdivision ("**Lot Owners**"), architects, and contractors with a set of parameters for the preparation of their drawings and specifications.

By encouraging attention to detail and design quality throughout the community, the aesthetic harmony and natural tranquility at Estates at Watercross Subdivision will be enhanced and preserved by the ARC and Design Guidelines.

The landscaping, combined with scenic waterways and greenbelts, create the setting of Estates at Watercross Subdivision. These features combine to make Estates at Watercross Subdivision one of the finest residential communities in St. Tammany.

Developer has adopted a design concept for the subdivision consisting of a classic, timeless design concept. Homes should utilize Louisiana vernacular and traditional form, yet mixed architectural style and creative elements are encouraged, limited by the design guidelines and building elements set forth in these Rules and Regulations.

Section 2. Architectural Review Committee ("**ARC**")

Estates at Watercross Subdivision is a unique gated community of custom designed homes. In order to insure the community's high standards, a plan review process has been established to review all individual building plans.

The authority to approve, disapprove, or recommend modifications to building and landscape plans is provided by the recorded Restrictions. The Restrictions do not list specific design items necessary for plan approval but have created the ARC with authority to review and approve or disapprove all individual building plans within the subdivision. The goal of the ARC is to create an architectural environment, which conforms to the basic principles of fine quality design within the parameters of the approved building styles, while simultaneously maintaining the pleasing aesthetic relationships of building-to-site and building-to-building within the overall community. The ARC does not wish to restrict individual creativity or preferences.

Prior to surrender, cancellation, or termination of the Class B shares of the Association, an authorized representative of Watercross Development, LLC shall serve as the sole member of the ARC. Following surrender, cancellation, or termination of the Class B shares of the Association, the ARC shall be composed of not less than one (1) and not more than three (3) members, who may or may not be members of the Board of Directors of the Owner's Association. A professional architect may serve as Chairman of the ARC, to review and make recommendations with respect to all building plans. In order to explain the review process and what is required for plan approval, the ARC has developed these Design Guidelines. The ARC uses these Guidelines to review projects, but may consider individually the merits of any project due to special site conditions. Any project reviewed for special consideration must be shown to benefit the specific site, adjacent areas, or the community as a whole. The Association shall have the right to contract with a management company to perform the duties, obligations, and responsibilities of the ARC.

Prior to the commencement of any type of construction activity, an Application for Approval of such work must be submitted by the Lot Owner or his respective agent to the ARC. Included with the application shall be the construction drawings, plans, and specifications for the Dwelling, plan review fee, and such documents and other information as requested by the ARC and outlined in the Design Guidelines. Final approval must be received from the ARC prior to the start of construction. Upon receipt of approval and after filing for a building permit, the Lot Owner can begin construction.

The Lot Owner should familiarize himself and his building team with the requirements of the ARC Design Guidelines and Contractor's Rules and Regulations.

Section 3. Design Review Procedure

A design review procedure has been established to insure compliance with the requirements outlined in the Design Guidelines, which follow a simple step-by step review format. In order to expedite the ARC design review, the process has been structured to achieve a smooth and timely review from preliminary plan submittal to final site inspection and construction approval. If building in the subdivision for the first time, prior to any submittal, it is suggested that the Lot Owner and their building team (Architect/Designer and Builder) meet with the ARC to discuss any elements of the design concepts which may raise questions and concerns. This meeting is to acquaint all concerned with the design review process and to avoid misinterpretations, delays, or unnecessary expenses.

The following flow chart represents the necessary steps in the process for building a dwelling in Estates at Watercross Subdivision.

- PRELIMINARY APPROVAL BY THE ARC OF THE DWELLING ELEVATIONS, PLANS AND SPECIFICATIONS, LANDSCAPING, LOT CLEARING SITE VISIT, SITE PLAN FOR THE DWELLING AND LOT, DRAINAGE PLAN, AND A MEETING WITH AN ARC REPRESENTATIVE FOR COMPLIANCE WITH TREE REMOVAL ON A LOT UNDER ARTICLE X, SECTION 10.6(e)
- CHANGES/ADDITIONS/REVISIONS TO THE DWELLING ELEVATIONS, PLANS AND SPECIFICATIONS, LANDSCAPING, AND SITE PLAN FOR THE DWELLING AND LOT AS REQUIRED BY THE ARC FOR APPROVAL
- APPROVAL OF DWELLING ELEVATIONS, PLANS AND SPECIFICATIONS, EXTERIOR DWELLING COLORS, LANDSCAPING, AND SITE PLAN BY THE ARC
- DEPOSIT TO ASSOCIATION AS SET FORTH IN SECTION 8
- FINAL APPROVAL BY THE ARC EVIDENCED BY AN ARC APPROVAL/DENIAL CERTIFICATE SIGNED BY A MEMBER OF THE ARC
- BEGIN CONSTRUCTION UPON ISSUANCE OF THE FINAL ARC APPROVAL IN WRITING AND ISSUANCE OF A BUILDING PERMIT BY ST. TAMMANY PARISH FOR THE DWELLING
- FINAL INSPECTION AND APPROVAL BY ST. TAMMANY PARISH AND ISSUANCE OF OCCUPANCY PERMIT
- FINAL INSPECTION BY THE ARC
- ISSUANCE OF A CERTIFICATE OF COMPLETION, SIGNED BY THE ARC, WHICH IS NECESSARY FOR RETURN OF THE DEPOSIT

The Association or the ARC has established a schedule for plan submittal, plan review, and meeting with the Lot Owner/agent to discuss any questions or concerns. The established schedule permits a timely review of submitted designs and allows Lot Owners and agents to accurately plan their construction schedules.

All ARC reviews, payments, questions, and submittals for new home construction in the Subdivision shall be submitted to:

Deep South Development II
c/o John M. Schroder
70117 Hwy 59, Ste. G
Abita Springs, LA 70420
Office: (985) 893-3500, EXT. 117
Fax: (985) 893-3502
Email: js@mmsre.com

Construction plans for review shall be submitted to the ARC, c/o John Schroder, at the address listed above. Each submittal must be accompanied by a completed "Application for Approval" form, available from the ARC, a one time processing fee, the Deposit, one (1) complete set of drawings and a site plan. The direction of drainage must be indicated with arrows on the site plan.

The ARC meets regularly to review plans, and is prepared to address concerns of any Lot Owner or respective agent regardless of their stage in the review process. The Lot Owner or his agent may attend review meetings, which address their design submission to expedite approval by helping to resolve any review issues. Appointments to attend review meetings can be made by contacting the ARC Coordinator.

A one-time processing fee shall be paid by the Lot Owner/contractor to the ARC for review of the design submittal for each Dwelling. This fee shall be \$250.00, payable to the "Estates at Watercross Architectural Review Committee" or its designee. The ARC shall have the right to increase or waive this amount from time to time as stated in the covenants, regulations, and restrictions for Estates at Watercross Subdivision. The fee has been established to partially cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, urban designers, or attorneys retained by the ARC, and includes (i) one plan review and return of plans to the Lot Owner/contractor for required plan modifications, and (ii) one on-site inspection and review of the Dwelling for full compliance with the approved plans and specifications for the Dwelling. Any additional plan reviews or site inspections shall require the Lot Owner/contractor to pay to the ARC the sum of \$50.00 per additional plan review or site inspection, which amounts may be deducted from the Deposit collected under Section 10.6 of the Restrictive Covenants, or collected from the Lot Owner/contractor, prior to issuance of the final certificate of completion.

The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable or unacceptable for construction of a Dwelling in Estates at Watercross Subdivision. The decision of the ARC shall be final and non-appealable.

A \$500.00 penalty will be imposed on any Lot Owner that (i) starts construction without approval of the Dwelling elevations, plans and specifications, landscaping, site plan, lot clearing site visit for the Dwelling and Lot, drainage plan, and a meeting with an ARC representative for compliance with tree removal on a Lot under Article X, Section 10.6(e) of the Restrictive Covenants, or (ii) fails or refuses to complete the final punch list items provided by the ARC as necessary for completion of the Dwelling, which amounts may be deducted from the Deposit collected under Section 10.6 of the Restrictive Covenants, or collected from the Lot Owner/contractor, prior to issuance of the final certificate of completion.

The ARC has developed a standard method for review submittals. Plans should be submitted on minimum 24" x 36" sheets with the application form bound to the upper left-hand side of Sheet One. Drawings must be arranged in the order outlined and all of the following information must be shown on the plans, the application, or on the specifications:

SHEET ONE: SITE PLAN
SCALE 1" = 20 FEET, NO INCHES (minimum)

- a. Driveway, sidewalks, patios, courtyards, and entry walks are to be located and drawn to scale.
- b. Rear deck and/or patio size, courtyards, and location should be indicated. Columns for the deck at the lower level should be located on first floor plan.
- c. The plan should illustrate all proposed structures, improvements, fencing, building lines, Lot lines, easements, and setback lines.
- d. Retaining wall locations, size, designs, height, and finish must be indicated. Retaining walls connecting to the house must be concrete and faced with the finish of the Dwelling's exterior walls with which the retaining wall comes in contact. Cross-tie timber walls may be used if set apart from the Dwelling.

*SHEET TWO = FIRST FLOOR PLAN
SCALE = 1/4" = 1 FOOT, NO INCHES*

- a. Decks, patios, courtyards, stoops, retaining walls, and front entry step sizes should be located and drawn to scale.

*SHEET THREE = SECOND FLOOR PLAN
SCALE: 1/4" = 1 FOOT, NO INCHES*

- a. Indicate and draw to scale lower roof projections, roof overhangs, chimney locations and all interior spaces.
- b. The orientation of the second floor plan should correspond with the first floor plan and site plan.

*SHEET FOUR AND FIVE = BUILDING
ELEVATIONS = SCALE = 1/4" & 1/8" = 1 FOOT, NO INCHES*

- a. All elevations are to articulate building materials, finish, window types, trim, and fascia details.
- b. The exterior elevations should indicate maximum building height from first floor finished grade to the uppermost roof peak. The maximum building height permitted is forty-five (45') feet above the FEMA-based flood elevation. Maximum slab exposure after landscaping should be 8" at grade.
- c. The exterior elevations should be labeled to correspond with the floor plans and site orientation.
- d. Indicate all roof areas and corresponding slopes.
- e. Indicate and label the roof material.
- f. All roof vents, projections, and other structures are not allowed on any front roof (or side if on a corner lot).

All submittals for home additions, remodeling of any kind, and fence approvals shall be submitted along with a \$50.00 review fee made payable to "Estates at Watercross Owners Association, Inc.", as follows:

Estates at Watercross Owners Association, Inc.
Attn: Josh Wainer
321 Veterans Blvd, Ste 201
Metairie, LA 70005

Section 4. Site Inspection And Clearing

Great care must be taken to protect the natural environment at Estates at Watercross Subdivision. Every effort must be made to maintain trees on the home site. Prior to lot clearing and construction, the Lot Owner or agent should clearly mark the proposed house and

property lines, drive, patio, walk, and, if applicable, pool location with corner stakes. Staking shall include a continuous ribbon encircling the area to be cleared and marking any additional trees to be removed which are located outside the encircled area. Prior to the clearing of any Lot, the Lot Owner shall schedule a meeting with a representative of the ARC or a representative of Developer to inspect the Property after the trees are marked and the general location of buildings and improvements on the property are identified with contiguous ribbon encircling the area to be cleared, and in all events, before the cutting or removal of any trees on the Lot. Prior to the cutting or removal of any trees from a Lot, the ARC must inspect and give written notice of approval.

Section 5. Preliminary Design Review (Optional)

The ARC encourages those who are building in the community for the first time to submit conceptual or schematic plans for preliminary design review. Although not required, this initial review may prevent unnecessary expense and delay by avoiding the development of plans which do not conform to the guideline requirements or approved residential styles.

A meeting to review preliminary design sketches may be arranged at the request of the Lot Owner or his agent by contacting the ARC Coordinator at js@mmsre.com or (985) 893-3500, Ext. 117. The ARC will review, with the Lot Owner or agent, the design approach to confirm the intent to follow the Design Guidelines and the appropriateness of the design concept. In order to fully utilize the preliminary design review, a completed site plan and the preliminary architectural drawings, as outlined in the Design Review Procedure, should be included in the preliminary plan submittal. The plan submittal should also include a completed application for approval and the design review fee. The ARC will review all drawings and note any modifications or changes that may be needed.

Section 6. Final Design Review

Prior to obtaining a final design approval, the applicant shall have either commenced construction or completed construction on all Lots purchased by the applicant in prior phases of Estates at Watercross Subdivision. The final design approval may be withheld by the ARC pending the applicant's compliance with this requirement.

The final design submittal should include all of the requirements of the ARC and applicable stipulations of the Design Guidelines, together with comments from previous meetings and design reviews. An approval certificate will be delivered to the Lot Owner marked "Approved as Submitted," "Approved as Noted," or "Resubmit." Only items requiring extensive modifications will necessitate re-submittal.

As set forth in the Restrictive Covenants, construction must commence as soon as practicable but in no event more than four (4) months after obtaining a final plan approval from the ARC, unless the ARC grants a written extension of time and must be substantially completed within twelve (12) months from the time work thereunder is commenced.

The ARC will retain the final drawings and approval documents for a maximum one hundred eighty (180) days subsequent to the date of signed approval. If construction work has not begun or a continuance has not been obtained by the Lot Owner or Lot Owner's agent within the above time period the approval will then automatically expire. A re-application and re-approval, subject to any new guidelines or regulations, will then be necessary to begin construction. Once final approval has been granted, the Lot Owner may stake the lot for clearing.

Section 7. Remedy of ARC

Any act, omission, or commission in violation of this section may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to allege or prove irreparable injury or damages and without the obligation to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys' fees.

Section 8. Deposit

Each Lot Owner who desires to construct a Dwelling on a Lot shall deposit with the Developer the sum of \$3,000.00 (“**Deposit**”). The Deposit in the amount of \$3,000.00 per phase must be submitted; checks should be made payable to “Watercross Development, LLC.” The Deposit shall be maintained by the Developer and may be used by the Developer to pay for any costs, expenses, or repairs arising from the construction of a Dwelling on a Lot by the Lot Owner making the Deposit, as determined by the Developer.

The purpose of the Deposit is to insure a clean job site, overall community appearance and that the Dwelling and drainage ditch are built according to the approved plans and as set forth in the Restrictions. Weekly inspections of the job sites and Subdivision by the ARC Coordinator and Association will keep the ARC informed of any violations within the Subdivision. The Association or the ARC shall provide notification of a violation of the Restrictions by way of E-mail, U.S. Mail, or other delivery of written notice with a request to the Lot Owner or his agent to correct a violation or deficiency. Such notification shall provide the Lot Owner with a date for completion or correction of a violation or deficiency as determined by the Association or the ARC, but in no event shall the time for completion or correction be greater than five (5) days from the date of the letter. The Association and the ARC reserve the right to require an immediate correction of a violation or deficiency. If the violation has not been timely corrected within the time specified, the offending condition may be corrected by the Association, and the cost of the correction or removal will be charged to the Lot Owner. The cost of correction (plus a 25% administrative charge) will be deducted from the Deposit until the Deposit is exhausted, at which time the Lot Owner will be billed for any additional expenses. The design review process aids in creating a fine quality Subdivision and enhancing the appearance and value of the Property.

Deviation from the design features of the approved plans or Design Guidelines defeats the purpose of the review process. With primary concern for residential elevations, accessory structures and their location on the site plan, and landscape design, the ARC will observe the home during construction to insure the approved plans are being accurately constructed. Significant deviation may require that the ARC correct the condition per the approved plans, resulting in a charge to the Lot Owner for the expense.

A Lot Owner/builder shall make a Deposit in connection with construction in the Subdivision. The Deposit shall be maintained by the Developer upon final site inspection and construction approval of the last structure to be completed and approved in a phase of the Subdivision for which the Deposit is made.

Section 9. Site Planning

A) Building Setbacks. St. Tammany Parish has established minimum standards for building setbacks for various types of residential structures within the parish. The setbacks required however, are not to be construed as the only setback requirements that will be considered and approved by the ARC. Setback requirements for the Subdivision are set forth on the Plat.

ARC has established setback requirements and some restrictions on the orientation of the house to the street, when viewed in total, ensure that the Subdivision will be pleasing in appearance when viewed from the street. Each architect planning a home at Estates at Watercross Subdivision should carefully consider the natural characteristics of the site and work within the review process in order to achieve the long-term aesthetic goal of the Subdivision.

It is strongly advised that the Lot Owner, builder, and architect be familiar with all applicable setback requirements before entering into the design phase of the Dwelling. For more information, please contact the ARC coordinator at js@mmsre.com or the office at (985) 893-3500, Ext. 117.

B) Driveways. The construction of driveways must be at least two (2') feet from the side property line and a minimum of eight feet (8') in width.

Circular driveways, and particularly driveways having an ingress or egress to a street at more than one location on a Lot, must be approved by the ARC.

During construction, all driveways shall be covered with river sand or aggregate to prevent the tracking of red dirt throughout the road system.

In addition, all walkways and driveways shall comply with the following:

- Driveway aprons connecting to the street fronting the Lot must be constructed of formed brick, concrete, or stained/sealed/stamped concrete and constructed at elevations and slopes required by the subdivision drainage plan;
- Except for the apron, driveways constructed with loose limestone aggregate or pea gravel must be properly contained with driveway perimeter concrete or brick;
- Driveways may also be constructed of concrete or stained/sealed/stamped concrete; and
- Porches, patios, and courtyards, may be constructed of stamped concrete, brick, or pavers as approved by the ARC.

C) Walkway. Each Dwelling shall have a concrete, stamped concrete, brick, or paver walkway leading from the front door to the driveway and may not lead across the front lawn to the street fronting the Lot, corner lots excepted. (Corner lots will be reviewed on a case-by-case basis.)

D) Easements. Landscaping, construction of driveways and fencing are permissible within utility easements, however each Lot Owner entering upon a servitude or easement shall be responsible for and shall pay the cost and expense for removal and replacement of such improvements.

E) No Obstruction. At no time during construction should the street right of way fronting a Lot be obstructed by construction trash, construction debris or building materials. All building materials must be stored clearly within the Lot Owner's lot lines.

F) Erosion Protections. During construction of a Dwelling on a Lot, the Lot Owner/builder shall utilize such soil silt screening and erosion protections as required by St. Tammany Parish to control silt run-off during construction.

Section 10. Architectural Styles. The goal of these guidelines is to encourage and foster the design of a Subdivision of individually outstanding architectural statements which, when viewed together, produce an equally outstanding community environment. It is not the intent of these guidelines to dictate the particular architectural style that a Lot Owner must use within the community, but rather to give Lot Owners and their architects a set of guidelines that will make the entire community a more attractive place to live.

Residential architecture at Estates at Watercross Subdivision should be custom designed for each lot to maximize the natural features of the site.

Section 11. Design Features.

A) Roof. The main roof shall comply with the following:

- Should be pitched, having a minimum slope from eight (8) vertical to twelve (12) horizontal roof, either gabled, hipped, or a combination, ranging from 8:12 through 12:12 range.
- Roof shape and configuration should be considered during the development of floor plans so as to avoid excessively complex, awkward, or odd roof design.
- The utilization of simple rectangular volumes/classic boxes to avoid roof collisions and to maintain composition and proportion; roof overhangs must be from 6" to 32" depending on architectural style and requirements of the ARC.
- Shed roofs are allowed as bumps, accents, or porches and must utilize no less than a 3:12 pitch.
- Asphalt dimensional architectural shingles are required.
- Wood shingles, slate shingles, and synthetic slate shingles are allowed.

- Shingle colors must be in slate blends, wood blends, or black blends.
- V-crimp or standing seam metal roofs are acceptable as accents and must be natural colored galvanized steel, anodized, or colored steel or true copper.
- Subject to review by the ARC as to the style of the house, ridge caps of terra cotta, concrete, or slate are encouraged.

B) Chimneys. 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.

C) Equipment. All exterior utility service connections must be provided in unobtrusive and inconspicuous locations. All electric meters, main fuse boxes, HVAC condensing units, and exterior equipment, generators, pool equipment, and other machinery and equipment servicing the Dwelling must be positioned, and if necessary, screened, away from view at eye level from the street fronting the Lot by landscaping and/or fencing.

D) Garage Doors. Garages that face the street shall have single bay wood or metal doors stained or painted. All garage doors shall be carriage doors and must include some other type of decorative feature approved by the ARC. All garage doors must be approved by the Association or the ARC during plan review.

E) Siding. No vinyl siding will be allowed on the exterior walls of any Dwelling or detached garage, except that vinyl shall be allowed for soffit and fascia on the Dwelling, and shall be further subject to review of the ARC.

F) Shutters. Vinyl shutters are prohibited on any Dwelling. All shutters must be operable and properly proportioned to fit the window. All shutters shall be constructed of wood or composite vinyl, and either paneled, V-grooved, or louvered, all approved by the ARC.

G) Mailboxes; House Addresses. Prior to occupancy, each Lot Owner shall install a uniform mailbox and mailbox post of a type, style, and material selected/designated by the ARC or Developer. The house address will be displayed on the top of the mailbox. All post heights, post types, construction, and residents' address on the top of the mailbox shall be of a uniform font and type selected by the ARC or Developer. The purchase, installation, and maintenance of the mailbox shall be the cost and expense of the Lot Owner.

H) Plumbing Cleanouts. All plumbing cleanouts shall be covered with a valve-covered box and maintain a natural grade. All water meter boxes shall be constructed and maintained at a natural grade.

I) Foundation; Raised Homes. The foundations and raised homes within the subdivision shall comply with the following:

- If the No-Net Fill Ordinance is applicable to a Lot, the Lot Owner must comply with Section 10.11, subsection (I), of the Restrictions, relating to no-net fill upon any construction;
- Slab houses, raised slab, or raised pier houses are permitted;
- If the home is built on a slab and has porches, railings are not allowed;
- If the home is built on raised piers, porches are encouraged and the railing material must be wood or iron;
- If the home is built on raised piers, the following shall be required to screen the open area between the floor joist and existing grade ("**Crawl Space**"):
 - For the side and rear Crawl Space, painted or stained foundation screens must be used with horizontal lattice or a combination of horizontal/vertical lattice of a color coordinated with the color palette of the Dwelling and approved by the ARC; no diagonal lattice is allowed;
 - For the Crawl Space at the front of the Dwelling facing the street fronting the Lot, the screens must be constructed of concrete, brick, wood, or stucco;
- The screening of the Crawl Space shall additionally require the approval of the ARC as to material, design, and color of the screening.

J) Window Proportions. The window proportions on homes within the subdivision shall comply with the following:

- All windows must be tall and slender, square or vertically proportioned;
- 2/2, 4/4, or 6/6 light arrangements on double hung encasement or fixed windows are required;
- Arch windows must be approved by the ARC;
- Windows must be constructed as solid vinyl, metal, or vinyl-clad wood, or true wood; no aluminum windows are allowed.

K) Natural Gas.

- Each Dwelling shall have one or more gas-fired heating furnace(s) installed and used as its primary Dwelling heating source.
- Each Lot shall have a natural gas light fixture at the front of the Dwelling next to the front door. All gas lamps shall remain lit and be maintained lit twenty-four (24) hours a day on each day. The design, height, and location of said fixture shall be subject to the approval of the ARC.

L) Exterior Building Requirements. The exterior building material requirements for homes within the subdivision shall comply with the following:

- Old reclaimed brick or new brick is permissible; if new brick is used, sack scrubbing or painting is encouraged;
- Wood siding, cement board (hardi plank), horizontal lap siding, vertical board, and batten is permissible. If horizontal lap siding is used, 4", 6", or 8" laps are allowed. If board or batten is used, the batten shall be placed no greater than 12" apart;
- True masonry stucco over wood frame, or masonry walls in a smooth sand finished is required; Integral color or painted stucco is allowed;
- Vinyl siding is prohibited; however, vinyl fascia, and soffit are allowed.

M) Architectural Building Elements. The architectural building elements for homes within the subdivision shall comply with the following:

- Porch columns and/or posts shall be wood, masonry, or fiberglass rosin material;
- Decks are permitted in the rear yard only;
- All railings (porch or balconies) must be wood or iron;
- Each Lot shall have a minimum of one (1) natural gas light fixture at the front of the Dwelling next to the front door, and the light fixture(s) must remain lit 24 hours a day.

N) Exterior Color Palettes. The exterior color palettes for homes within the subdivision shall comply with the following:

- Neutral color palettes are encouraged in warm tones to be provided by the ARC;
- Bright primary colors are not permitted unless used as an accent, such as a front door color.

O) Swimming Pools, Patios, Decks. Swimming pools, hot tubs, patios, decks, sheds, and other accessory buildings/uses shall: **(i)** be in the rear yard of the Dwelling, **(ii)** comply with all St Tammany Parish requirements, **(iii)** be constructed not closer than five feet (5') from a rear or side Lot line, and shall be enclosed behind a fence, **(iv)** if the lot is encumbered by a drainage servitude, then not closer than five feet (5') from the drainage servitude, **(v)** swimming pools shall be constructed in the ground and at normal ground level, and **(vi)** not be constructed without a review and prior written approval of the Developer or the ARC.

Section 12. Design Criteria.

A) Minimum Square Footage. As set forth in the Restrictions, all Dwellings shall comply with the following minimum square footages:

1. Deluxe Lot. All Dwellings constructed on **Deluxe Lots** in the Subdivision shall meet the following minimum requirements:

- (i) No Dwelling shall be constructed on any Deluxe Lot containing less than 1,500 square feet of heated and cooled area;
- (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
- (iii) Each Dwelling constructed on a Deluxe Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. The driveway for Lot 143 shall be located within thirty (30) feet of the Lot line common for Lot 142 and Lot 143. The driveway for Lot 1 shall be located within thirty (30) feet of the Lot line common for Lot 1 and Lot 2. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garage doors on all remaining Lots shall face either the street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.
- (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of living area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
- (v) Except for accommodation of guests and invitees, there shall be no on-street parking allowed. Lot Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.

2. Bayou Lot. All Dwellings constructed on **Bayou Lots** in the Subdivision shall meet the following minimum requirements:

- (i) No Dwelling shall be constructed on any Bayou Lot containing less than 2,000 square feet of heated and cooled area;
- (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
- (iii) Each Dwelling constructed on a Bayou Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garages on all remaining Lots shall face either the street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.

- (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of living area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
- (v) Except for accommodation of guests and invitees, there shall be no on-street parking allowed. Lot Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.

3. River Lot. All Dwellings constructed on **River Lots** in the Subdivision shall meet the following minimum requirements:

- (i) No Dwelling shall be constructed on any River Lot containing less than 2,200 square feet of heated and cooled area;
- (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
- (iii) Each Dwelling constructed on a River Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garages on all remaining Lots shall face either the street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.
- (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of living area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
- (v) Except for accommodation of guests and invitees, there shall be no on-street parking allowed. Lot Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.

B) Grading, Excavating, Ditch Maintenance. The design and development concepts for the community call for the utilization and enhancement of the existing natural environment. The ARC is particularly conscious of site design and the full utilization of site potential. The goal of the ARC is to ensure that each Dwelling works with the natural site features, existing terrain of the homesite and overall community in the best possible manner. It is important to remember that the beauty of the Estates at Watercross Subdivision community is the landscape and its natural features. The architecture should compliment and enhance this natural beauty.

Swales above the underground drainage conduit must be graded at the time of final grade according to Subdivision plans.

If final grade was never established, the Association will back charge the builder/Lot Owner for the cost to do so or apply the Deposit to pay the cost of obtaining a final grade.

It is required that grass be laid in the Lot swale area. If sod is destroyed, it will be the Lot Owner's responsibility to replace the sod.

Planting trees in the right-of-way is not allowed. Plants of any kind (iris, pampas grass, etc.) may not be planted in the street right of way.

C) Drainage. Drainage considerations for individual homesites are essential to the ecological balance of the community. Water runoff from each individual Lot must be accommodated by properly sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. Water runoff and control for each lot is the responsibility of the Lot Owner. By creatively contouring and incorporating the drainage plan into the site plan and proposed landscaping, it is possible to turn a site problem or constraint into an aesthetically pleasing, functional amenity. When submitting plans for approval, the direction of drainage must be indicated with arrows on the site plan.

Any drain pipe, culvert, or other drainage conduit installed by a Lot Owner or contractor originating from a Dwelling in the direction of the nearest outfall drainage structure must be installed underground with a popup valve at the lower end of the drain pipe, culvert, or other drainage conduit. Any installation must be approved by the ARC prior to construction.

A minimum slope of front to rear for drainage is one inch for every fifteen feet required to drain. Abutting lot line grades will be established by the lot with the greatest distance to be drained.

D) Lawn Sod. Each yard shall have grass sod in the front, side, and rear yard of all Dwellings according to the following requirements:

- In the front and side yard, grass sod shall extend from the Dwelling foundation, and/or landscaping adjacent to the Dwelling foundation, to the property line or the asphalt street and/or curb, as applicable, in the front of said Dwellings;
- In the rear yard, grass sod shall extend from the Dwelling foundation, and/or landscaping adjacent to the Dwelling foundation, into the rear yard for a distance of not less than 30 feet;
- "Landscaping," as used in the two preceding bullet points, shall include living planted material, aggregate, patio/courtyard finishes, and other yard treatments approved by the ARC;
- It shall be the responsibility of the Lot Owner/builder to maintain the lawn/yard to the edge of the asphalt street.

E) Walls And Fences. Walls and fences should be considered as an extension of the architecture of the Dwelling and a transition of the architectural mass to the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment. Special consideration should be given to the design, placement, impact, and views of the wall or fence from neighboring homesites. Fences and walls should be considered as design elements to enclose and define courtyards, pools and other private spaces, provide security and relate building forms to the landscape. All walls and fences must be approved by the ARC prior to installation and shall comply with the following:

- i. Pet Fences. Chain-link, barbed wire, and hog wire fences are strictly prohibited within the Subdivision, except for a dog run chain link fence not exceeding two hundred (200') square feet of yard area located on a River Lot and within a privacy fence, screened by appropriate landscaping and approved by the ARC.
- ii. River Lot Fences. All fences on River Lots must be of a see-through nature (wrought iron picket or aluminum imitation wrought iron picket), as solid fences (i.e. wood, masonry, vinyl, etc.) shall not be allowed outside of the rear building set back lines. However, solid fencing may be allowed along the lot perimeter not extending beyond the rear building set back lines, but only as approved by the ARC. The fencing of the rear of River Lots shall be strictly limited to wrought iron or invisible electronic fencing for pets and may not extend toward the Tchefuncte River beyond the rear building set back line of each Lot. The purpose of this restriction is to provide uniform aesthetic views across the rear of the River Lots.
- iii. Sightlines. No fence, wall, hedge, 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 corner Lot within the triangular area formed by the street

Property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a street Property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to provide obstruction of such sightlines.

iv. Fences. 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 be no closer to the street fronting the Lot than ten feet (10') from the front exterior wall of the Dwelling. 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 fence on Deluxe Lots, **(iv)** wrought iron or aluminum imitation wrought iron fencing, **(v)** invisible electronic fencing for pets, **(vi)** fences must be no taller than six feet (6'), **(vii)** wood fences must have top caps, as shown on the Exhibit B, attached hereto, **(viii)** aluminum fences can only be used in the rear yards, and **(ix)** vinyl fences are prohibited. The gate door facing the street fronting a Lot shall be constructed of wrought iron or imitation aluminum wrought iron, unless it is located within fifteen (15') feet of the rear corner of the Dwelling, in which case, it may be constructed of wood or other material approved by the ARC. Chain link, barbed wire, and hard wire fences are strictly prohibited, except as allowed in the Restrictions for pet enclosures. No fence or wall shall be constructed, placed, maintained, or erected on any Lot without the prior written approval of the ARC as to its materials, location, and height.

Fences on River Lots (defined in Restrictions) shall not be over four feet (4') and should be see-through.

Once an approved fence or wall has been erected on a side lot line by a Lot Owner of the common lot boundary, that approved fence or wall design will be the only approved design to be erected on that common lot line. No double fencing will be allowed on side lot lines. Double fencing of rear lot lines will be allowed provided that the second fence is of equal height and does not adversely impact the original fence design.

F) Remodeling And Additions. Remodeling and additions to existing improvements are required to follow the same guidelines as new construction. All criteria governing site location, grading and excavating, structures, roofs, landscape and aesthetics will remain as the previous submittal. Of particular concern to the ARC will be setbacks, height limit, skylights and solar collectors, recreational features, lighting, antennas and satellite television. Approval by the ARC is required for remodeling and additions just as it is for new construction. A Request for Home Improvement Approval form may be obtained from the ARC.

Section 13. Landscape Design.

Simultaneously with the submission of architectural plans and specifications for the construction of a Dwelling upon a Lot, the Lot Owner shall submit to the ARC a landscape plan for the Lot setting forth the approximate location of existing and proposed trees, ornamental landscape bushes and other vegetation, planting beds, irrigation, lighting, walls, fences, curbing, flower bed retainers, stepping stones, sidewalks, and other physical features existing or planned on the Lot. The landscape plan shall comply with the following minimum requirements:

Each Owner shall comply with the following prior to occupancy: **(i)** River Lots and Bayou Lots shall have a minimum of 300 square feet of living planted area/beds, **(ii)** Deluxe Lots shall have a minimum of 200 square feet of living planted area/beds, **(iii)** Bayou Lots and River Lots shall have existing on the Lot or planted not less than one (1) class A tree (minimum of 12' in height and minimum of 4" in diameter) in the rear yard ("**Rear Yard Tree**"), and **(iv)** all Lots shall have existing on the Lot or planted not less than one (1) class A tree (minimum 12' in height and

minimum of 6" in diameter) in the front yard ("**Front Yard Tree**"). The Front Yard Tree and the Rear Yard Tree are referred to as the "**Required Trees.**" The Required Trees shall be watered, fertilized, and maintained at all times and replaced by Owner. If the Owner does not complete the installation of the Required Trees, the Required Trees may be planted/installed by the Association, and the Owner shall pay to the Association the cost and expense necessary for compliance with Article X, Section 10.6, subsection (c) of the Restrictive Covenants, plus an additional amount equal to twenty-five (25%) percent of the cost of such compliance. If a Required Tree should die, become diseased, or become unhealthy in the opinion of a majority of the Members of the ARC, a Required Tree shall be planted and/or replaced by the Owner at the cost and expense of the Owner. All yards shall be fully sodded, including to the street fronting the Lot and shall be installed prior to occupancy of a Dwelling. All ditches and swales shall be properly graded and sodded on both sides. The Required Trees shall be as classified, planted, and maintained in accordance with the requirements of the Unified Development Code for St. Tammany Parish, as amended.

The landscape shrubs on the rear 25 feet of the Lots which border the Tchefuncte River shall not be greater than four (4) feet in height above ground level. On Lots which border the Tchefuncte River, the Lot Owner shall sod the area from the Lot Owner's rear Lot line to the edge of the Tchefuncte River.

Irrigation systems, although not required, are strongly encouraged. Irrigation helps to maintain a quality landscape throughout the year, especially in times of drought.

Mulching, preferably with pine straw or dark mulch, is required for all planted areas. The mulched areas provide a smooth transition to the existing natural or planted vegetation.

Any front yard garden walls shall not exceed four feet (4') in height above existing grade and shall be constructed of brick alone, brick/wrought iron, stucco alone, or a mixture of stucco/wrought iron.

Section 14. Restrictive Covenants; Architectural Standards and Use Restrictions. These Rules and Regulations are adopted and made applicable to the Subdivision under the requirements and authorizations in Article V of the Restrictive Covenants and are subordinate to the Restrictive Covenants.

For the purpose of convenience of the Lot Owners/contractors in the use of these Rules and Regulations, the Association attaches the existing Article X of the Restrictive Covenants, entitled Architectural Standards and Use Restrictions, attached hereto as **Exhibit A** ("**Restriction Architectural Standards**"). The attachment of the Restriction Architectural Standards is not intended to alter or modify the Restrictive Covenants, and any party using or referring to these Rules and Regulations are directed to investigate and determine whether the Restriction Architectural Standards have been amended or modified prior to reliance thereon.


Section 15. Amendments. The terms and provisions of these Regulations may be amended, terminated, or modified in whole or in part, by act of amendment, termination, or modification adopted by the majority vote/consent of the Board of Directors of the Association without a vote of the Association.

[SIGNATURES ON THE FOLLOWING PAGE]


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

WITNESSES:

WATERCROSS DEVELOPMENT, LLC



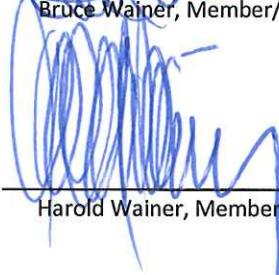
Print Name: Courtney Thompson

BY: 

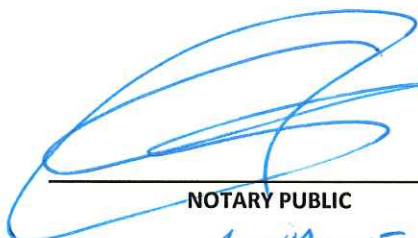
Bruce Wainer, Member/Manager



Print Name: Michelle N. Scott

BY: 

Harold Wainer, Member/Manager



NOTARY PUBLIC
Print Name: A. WAYNE BURAS
Commission No. 3651
My Commission Expires: a death

EXHIBIT A

ARTICLE X ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

- 10.1 Purpose.** The aesthetic vision for the Estates at Watercross development shall consist of a classic, timeless design concept where homes utilize Louisiana vernacular and traditional form, yet mix architectural style and creative elements. In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision, and to protect and promote the value of the Property, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every Owner by acceptance of title to his/her Lot agrees to be bound by the provisions of this Article X.
- 10.2 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.
- 10.3 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 Sections 10.6 and 10.7 hereof (“**Required Submittals**”).
- 10.4 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; 7:00am through 5:00pm on Saturday.
- (c) Contractors are required to keep the job sites as neat and clean as possible. Trash and discarded materials such as lunch bags, cans 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) Each contractor/builder shall maintain a clean and orderly work site on a Lot. The presence of persons on a Lot, other than bona fide workers, contractors, builders, and sub-contractors performing work and labor and delivering building materials upon or to a Lot, is prohibited.
- (n) No workmen, contractor, sub-contractor, builder, or service personnel will be permitted to bring pets or alcohol on a Lot.
- (o) 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.

10.5 Construction of Improvements.

- (a) 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.

- (b) 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.
- (c) Construction must commence as soon as practicable, but in no event more than four (4) months after obtaining a Certificate to Proceed from the ARC, unless the ARC grants a written extension of time, and must be substantially completed within twelve (12) months from the time work thereunder commenced. All necessary building and related permits must be obtained prior to the commencement of the construction, and all construction must be performed in accordance with the Rules and Regulations, including applicable building codes, and the approved plans and specifications. Any change in plans or specifications during construction from those approved by the ARC must be submitted for specific approval. The failure of an Owner or contractor to timely comply with the completion obligation set forth above shall entitle the Association to charge a fee for such non-compliance in an amount equal to Thirty (\$30.00) Dollars per day from the end of the twelve (12) month completion period above until the issuance of a certificate of occupancy by St. Tammany Parish.
- (d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and landscaping thereof have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot at any time, except as provided in Section 10.21 hereof and except for temporary structures for social functions as may be permitted by Rules and Regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot and Dwelling in a reasonably clean and uncluttered condition. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot and Dwelling on which such construction has been completed; and shall provide portable bathroom facilities for all workers until permanent ones have been constructed within the Dwelling.
- (e) Except for those rights reserved to the Developer in Article II, Plan of Development and Article III, Property Rights hereof, any proposed reconfiguration of Lots, Streets and conservancy areas, or any change in zoning, shall first be approved in writing by the ARC.

10.6 Architectural Approval.

- (a) No construction of buildings, structures or improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than the Developer, and no construction shall commence affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of signage, sidewalks, driveways, parking lots, decks, docks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, flagpoles, basketball backboards, dog runs and houses, awnings, walls, fences, exterior lights, garages, carports, guest or servants' quarters, or other outbuildings, without the prior written approval of the ARC. Prior to the construction of a Dwelling or other structure improvements upon a Lot, the Owner or a builder shall submit an Application for Approval of such construction with the ARC on the form set forth on **Exhibit C**, attached hereto, providing the requested information, together with the Deposit (defined herein), fees, plans, specifications, site plans, and other matters required in these Restrictive Covenants. One set of the plans, specifications, and related data shall be provided in advance of any construction to the ARC; one copy of such plans, specifications, and related data submitted shall be retained in the records of the ARC, and an approval certificate shall be returned to the Owner marked "approved as submitted," "approved as noted," or "re-submit." The ARC shall establish a fee sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$250.00 (Two Hundred Fifty and no/100 Dollars), and the ARC shall have the right to increase this amount from time to time. The fee has been established to partially cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, urban designers, or attorneys retained by the ARC, and includes (i) one plan review and return of plans to the Lot Owner/contractor for required plan modifications, and (ii) one on-site inspection and review of the Dwelling for full compliance with the approved plans and specifications for the Dwelling. Any additional plan reviews or site inspections shall require the Lot Owner/contractor to pay to the ARC the sum of \$50.00 per additional plan review or site inspection, which amounts may be deducted from the Deposit collected under Section 10.6 of the Restrictive Covenants, or collected from the Lot Owner/contractor, prior to issuance of the final certificate of completion. Notwithstanding the

foregoing, an Owner may make interior improvements and alterations within his/her Dwelling that do not affect the exterior appearance without the necessity of approval or review by the ARC.

- (b) Prior to construction of a residence, the Owner or contractor shall be required to post with the ARC a deposit in the amount of \$3,000.00, or such greater amount as may be deemed necessary by the ARC ("**Deposit**") which 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:
- (i) Streets, Common Areas, and any other portion of the Subdivision which may be subject to activity as a result of construction of a Dwelling. The amount of the Deposit may be changed from time to time by the ARC or as provided otherwise.
- (ii) 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 on the attached **Exhibit D**. 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.
- (iii) Costs associated with the Owner or building contractor's compliance with these Restrictive Covenants and the requirement of St. Tammany Parish.
- (iv) All yards shall be fully sodded with lawn grass material from the house to the Street fronting the Lot, from side Lot line to side Lot line, and shall be installed prior to occupancy of a Dwelling. All ditches and swales shall be properly constructed, maintained, graded, and sodded in accordance with the driveway, swale, and drainage requirements on the attached **Exhibit D**. The Required Trees (defined below) shall be as classified, planted, and maintained in accordance with the requirements of the Unified Development Code for St. Tammany Parish, as amended.
- (c) Each Owner shall comply with the following prior to occupancy: (i) River Lots and Bayou Lots shall have a minimum of 300 square feet of living planted area/beds, (ii) Deluxe Lots shall have a minimum of 200 square feet of living planted area/beds, (iii) Bayou Lots and River Lots shall have existing on the Lot or planted not less than one (1) class A tree (minimum of 12' in height and minimum of 4" in diameter) in the rear yard ("Rear Yard Tree"), and (iv) all Lots shall have existing on the Lot or planted not less than one (1) class A tree (minimum 12' in height and minimum of 6" in diameter) in the front yard ("Front Yard Tree"). The Front Yard Tree and the Rear Yard Tree are referred to as the "Required Trees." The Required Trees shall be watered, fertilized, and maintained at all times and replaced by Owner. If the Owner does not complete the installation of the Required Trees, the Required Trees may be planted/installed by the Association, and the Owner shall pay to the Association the cost and expense necessary for compliance of this subsection (c), plus an additional amount equal to twenty-five (25%) percent of the cost of such compliance. If a Required Tree should die, become diseased, or become unhealthy in the opinion of a majority of the Members of the ARC, a Required Tree shall be planted and/or replaced by the Owner at the cost and expense of the Owner.
- (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) Great care must be taken to protect the natural environment at Estates at Watercross Subdivision. Every effort must be made to maintain trees on the home site. Prior to lot clearing and construction, the Owner or agent should clearly mark the proposed house and property lines, drive, patio, walk, and, if applicable, pool location with corner stakes. Staking shall include a continuous ribbon encircling the area to be cleared and marking any additional trees to be removed which are located outside the encircled area. Prior to the clearing of any Lot, the Owner shall schedule a meeting with a representative of the ARC or a representative of Developer to inspect the Property after the trees are marked and the general location of buildings and improvements on the Property are identified with contiguous ribbon encircling the area to be cleared, and in all events, before the cutting or removal of any trees on the Lot. Prior to the cutting or removal of any trees from a Lot, the ARC must inspect and approve any such tree cutting or removal.
- (f) Each Owner may be required to create and maintain a drainage way within and immediately adjacent to the interior side or rear lines of his/her Lot in order to provide for drainage as determined to be necessary by the ARC.
- (g) The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage of surface water run-off, the ARC shall have the right to establish a maximum percentage of a Lot which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ARC, representatives of the ARC shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ARC fails to approve, approve as noted, or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in these Restrictive Covenants. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within four (4) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARC upon any ground which is consistent with the object and purposes of these Restrictive Covenants including aesthetic considerations, so long as such grounds are not arbitrary or capricious.
- (h) No mailboxes shall be installed on any Lot, until specifically approved by ARC. A uniform style mailbox may be adopted for use on each Lot by the Developer.
- (i) All Dwellings constructed within the Property shall further comply with the architectural rules, regulations, guidelines, and features set forth in the Rules & Regulations of the Estates at Watercross.

10.7 Landscaping Approval.

- (a) To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than the Developer, unless and until the plans therefor have been submitted to and approved in writing by the ARC.
- (b) The provisions of Section 10.6(g) hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall indicate the area to be covered by grass lawns as well as the area to be left in a natural state. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot 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.

10.8 No Representation or Warranty of Structural Fitness. No approval of plans and specifications or other architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. 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 Architectural Control Committee nor any member or representative thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications or in the structure of improvements erected therewith, and no party shall have any right or cause of action against the ARC nor its members for the negligent or intentional failure to advise of any deficiencies or defects in the plans or specifications.

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

10.10 Dwelling Size. As set forth in the Restrictive Covenants, Dwellings shall comply with the following minimum square footages:

- (a) Deluxe Lot. All Dwellings constructed on **Deluxe Lots** in the Subdivision shall meet the following minimum requirements:
 - (i) No Dwelling shall be constructed on any Deluxe Lot containing less than 1,500 square feet of heated and cooled area;
 - (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
 - (iii) Each Dwelling constructed on a Deluxe Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. The driveway for Lot 143 shall be located within thirty (30) feet of the Lot line common for Lot 142 and Lot 143. The driveway for Lot 1 shall be located within thirty (30) feet of the Lot line common for Lot 1 and Lot 2. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garage doors on all remaining Lots shall face either the Street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.
 - (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of Living Area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
 - (v) Except for accommodation of guests and invitees, there shall be no on-Street parking allowed. Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.
- (b) Bayou Lot. All Dwellings constructed on **Bayou Lots** in the Subdivision shall meet the following minimum requirements:

- (i) No Dwelling shall be constructed on any Bayou Lot containing less than 2,000 square feet of heated and cooled area;
 - (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
 - (iii) Each Dwelling constructed on a Bayou Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garages on all remaining Lots shall face either the Street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.
 - (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of Living Area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
 - (v) Except for accommodation of guests and invitees, there shall be no on-Street parking allowed. Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.
- (c) River Lot. All Dwellings constructed on **River Lots** in the Subdivision shall meet the following minimum requirements:
- (i) No Dwelling shall be constructed on any River Lot containing less than 2,200 square feet of heated and cooled area;
 - (ii) The heated and cooled area of a Dwelling shall have a ceiling height of not less than nine (9') feet; and
 - (iii) Each Dwelling constructed on a River Lot shall have an enclosed garage or open carport, attached or detached; the garage or carport shall not be considered as a part of the heated and cooled area of the house. A vehicle garage door opening facing the rear of the Lot is prohibited, except as approved by the ARC. Except for the above and foregoing restrictions, garages on all remaining Lots shall face either the Street fronting the Lot or provide for a side-Lot garage door opening, all as approved by the ARC.
 - (iv) It is expressly prohibited to renovate or close in the garage or carport for additional square footage of Living Area. Garages or carports must remain and be used as a functional garage for the storage of vehicles and not for the storage of personal and movable items to the exclusion of vehicle storage.
 - (v) Except for accommodation of guests and invitees, there shall be no on-Street parking allowed. Owners and immediate family members occupying a Dwelling shall park their vehicles within the Lot boundaries.

10.11 Building Location; Culverts; Elevations.

- (a) Exterior wall finishes shall be constructed with materials of a consistent nature and mix on all four sides. By way of example, an impermissible mix of materials would be the use of vinyl siding across the entire rear of a primary masonry home. As with all other aspects of any construction, the exterior wall finishes must be approved by the ARC.
- (b) Each Lot shall have individual setback lines as designated on the Subdivision Plat. Each Owner of a Lot shall consult the Subdivision Map on file with the ARC to determine a Lot's setback line.
- (c) Architectural style, proportions, and materials of accessory buildings shall preferably match that of the primary structure, and the location, design and appearance of said buildings must be approved in writing by the ARC. In appropriate cases, the ARC may approve an accessory building that typically utilizes materials that do not match the primary structure, such as, by way of example, gazebos or greenhouses. No detached structures shall be allowed nearer than five feet (5') to the side or rear Property lines. Accessory buildings shall be in the rear yard and behind a fence at a location approved by the ARC.
- (d) All driveways connecting to the Street become part of the drainage system of the Subdivision and therefore must be built to the following specifications to ensure maintenance of proper drainage: all Streets and driveways must slope in the direction of established catch basins constructed by the Developer in accordance with the driveway, swale, and drainage

requirements on the attached **Exhibit D**. The driveway slope, elevations and drainage design for the driveway within the Street right-of-way must be submitted to the ARC along with house construction plans and specification for approval.

- (e) All driveways and driveway aprons must be concrete or formed brick and must connect the driveway from the Street fronting the Lot to the garage or carport. Driveways (excluding the apron) may also be constructed of loose limestone aggregate or pea gravel properly contained with driveway perimeter concrete or brick. All driveways shall be a minimum of eight feet (8') in width and shall be constructed not closer than two feet (2') from the side Property line. All driveways connecting to the Street shall provide for a swale of a minimum of six inches (6") deep between the Street and the Property line at a point approximately eight feet (8') beyond the edge of the Street pavement in order to allow lateral drainage over driveways and into drainage catch basins fronting the Lots to allow for stormwater drainage, according to the Subdivision drainage plan approved by St. Tammany Parish, as per the drawing attached as **Exhibit D**. Each driveway constructed shall be designed to allow for the parking of not less than two (2) standard size automobiles in the driveway outside the dimensions of the garage or carport. Driveways on corner Lots shall meet the standards of St. Tammany Parish as to the distance of the driveway from the side street intersection.
- (f) Any Owner who owns two or more adjacent Lots may construct a building across the common side line of the Lots, subject to compliance with the following: **(i)** approval of the ARC, **(ii)** obtaining re-subdivision approval from St. Tammany Parish, and **(iii)** compliance with all other setback requirements. There shall not be more than one (1) Dwelling on any Lot.
- (g) No foil or other reflective material shall be used on any windows for sun screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall.
- (h) 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.
- (i) No buildings or other structures, except fences, shall be built on, across, above, and/or below any servitudes or easements granted for utility purposes, nor shall they overhang any servitudes or easements granted for utility purposes. Any fences require approval of the ARC and must not interfere with the purpose or use of the servitude or easement. All utility services shall be underground and no utility facilities from overhead sources shall be constructed or permitted on any Lot.
- (j) The Federal Emergency Management Association (FEMA) flood zone elevation is currently thirteen (13') feet mean sea level (MSL). All dwellings constructed on a Lot shall have a minimum building finish floor elevation of not less than thirteen feet (13') above MSL or 12 inches above the center line of the Street fronting the Lot, whichever is higher. When the topography is such that to follow this rule would mean significant interruption of the natural drainage flow the ARC should be consulted for any elevation or topography adjustments. Notwithstanding the above and foregoing, neither the Developer, the Association, nor the ARC are responsible or liable for any matters relating to structural elements or elevations of a structure above mean sea level. Each Owner of a Lot agrees to have an independent engineer of his/her/its choosing determine the effect of the Flood Zone A areas upon his/her/its Lot in the Subdivision. An Owner agrees that he/she/it is not in any manner relying upon the Developer for any assurances of water levels or safety within the Subdivision, including Flood Zone A areas within the Subdivision, and each Owner will independently determine the elevation of the finished floor of a Dwelling and other improvements in the Subdivision.
- (k) For Lots with the natural ground lower than an elevation of thirteen feet (13') above the MSL, the maximum height of a Dwelling shall not exceed 45 feet above the FEMA base flood elevation. For Lots with the natural ground above an elevation of thirteen feet (13') above MSL, the maximum height of a Dwelling shall not exceed forty-five feet (45') above the finished floor elevation.
- (l) The foundations and raised homes within the subdivision shall comply with the following:
 - (i) if the No-Net Fill Ordinance is applicable to a Lot, the Lot Owner must comply with Section 10.11, subsection (m), of these Restrictions, relating to no-net fill upon any construction;
 - (ii) slab houses, raised slab, or raised pier houses are permitted;

- (iii) if the home is built on raised piers, the following shall be required to screen the open area between the floor joist and existing grade (“**Crawl Space**”):
 - o The Crawl Space shall provide not less than eighteen inches (18”) of clearance under the first floor joist, and twelve inches (12”) under the sills, to existing grade;
 - o For the side and rear Crawl Space, painted or stained foundation screens must be used with horizontal lattice or a combination of horizontal/vertical lattice of a color coordinated with the color palette of the Dwelling and approved by the ARC; no diagonal lattice is allowed;
 - o For the Crawl Space at the front of the Dwelling facing the street fronting the Lot, the screens must be constructed of concrete, brick, wood, or stucco;
 - o The elevation under the finished floor of a raised house must be approved by the ARC.

The screening of the Crawl Space shall additionally require the approval of the ARC as to material, design, and color of the screening.

- (m) Each Owner takes cognizance of the fact that St. Tammany Parish has adopted a no-net fill ordinance, codified in Chapter 7, Section 7-002 of the St. Tammany Parish Unified Development Code, as amended (“**No-Net Fill Ordinance**”). If the No-Net Fill Ordinance is applicable to a Lot, each Owner agrees to fully comply with the No-Net Fill Ordinance requirements for St. Tammany Parish, and these Restrictive Covenants do specifically adopt all of the rules, regulations, and provisions of the No-Net Fill Ordinance, and specifically authorize each Owner to enforce all of the rules, regulations, and prohibitions set forth in the No-Net Fill Ordinance, as if the rules, regulations, and prohibitions were made a part of these Restrictive Covenants.
- (n) **Notwithstanding that St. Tammany Parish provides regulations for the placement of fill on Lots in certain flood-prone areas with the application of the No-Net Fill Ordinance, no Owner in the Subdivision shall obtain fill credits approved by St. Tammany Parish or place fill upon any Lot without the prior written approval of the ARC.**
- (o) Set-backs lines for all constructions on Lots shall be the distances set forth on the Subdivision Plat.

10.12 Use of Lots and Dwellings.

- (a) Except as otherwise permitted herein, each Lot and Dwelling shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his/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 a violation of this covenant so long as the lease:
 - (i) is for not less than the entire Dwelling and all of the improvements thereon;
 - (ii) is for a term of at least six (6) months; and
 - (iii) is otherwise in compliance with Rules and Regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Restrictive Covenants and the Rules and Regulations adopted hereunder.

The failure of an Owner to comply with this Section shall allow the Association to impose a fine or penalty under the process in Section 12.3 herein and the imposition of a fine in the sum of \$10.00 per day for each day of non-compliance following the expiration of fifteen (15) days after notice to an Owner in compliance with Section 12.3 herein.

- (b) No Dwelling or other Improvement on any Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. “**Supervising Agency**” shall mean a Governmental Authority including without limitation thereto the Sheriff of St. Tammany Parish, the Louisiana Department of Corrections, the United States Department of Justice, and the United States Marshal’s Service. The term “Half-Way House” shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose

of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization, or other form of confinement.

10.13 Fences; Site Lines.

- (a) No chain-link fences shall be permitted within the Subdivision, except for a dog run fence located on a Perimeter Lot and located within a privacy fence, screened by appropriate landscaping approved by ARC.
- (b) All fences must be approved by ARC. No fence shall be erected or maintained in the front yard of a Lot. Fences enclosing the side and rear yards shall be no closer to the Street fronting the Lot than ten feet (10') from the front exterior wall of the Dwelling. 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 fence on all Lots, **(iv)** wrought iron or aluminum imitation wrought iron fencing, or **(v)** invisible electronic fencing for pets. The gate door facing the Street fronting a Lot shall be constructed of wrought iron or aluminum imitation wrought iron, unless it is located within fifteen feet (15') of the rear corner of the Dwelling, in which case, it may be constructed of wood or other material approved by the ARC. Chain link, barbed wire, and hard wire fences are strictly prohibited, except as allowed in Section 10.13(a) of these Restrictive Covenants. No fence or wall shall be constructed, placed, maintained, or erected on any Lot without the prior written approval of the ARC as to its materials, location, and height.
- (c) **Sightlines.** No fence, wall, hedge, 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 corner Lot within the triangular area formed by the Street Property lines and a line connecting them at points fifteen (15') feet from the intersection of the Street lines, or in the case of a rounded Property corner from the intersection of the Street Property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a Street Property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to provide obstruction of such sightlines.

10.14 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Subdivision, or elsewhere on any portion of the Property, without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards and guidelines as may be from time to time promulgated by the ARC. Notwithstanding the foregoing, the restrictions of this Section 10.14 shall not apply to the Developer. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those servitude areas established in Section 3.8 hereof.

10.15 Antennas. No television antenna, satellite dish, radio receiver, or other similar device ("**Communication Devices**") 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. All types of Communication Devices are strictly prohibited in/on the Property, except as allowed and located by the Developer or the ARC; subject to the approval of ARC, 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 to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision, provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision for the benefit of the Owners.

10.16 Solar Panels. The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the ARC, solar collecting panels and devices may be placed, constructed or maintained upon any Lot so long as such solar collecting panels and devices are placed, constructed, and maintained in such location(s) and with such means of screening or concealment as the ARC may reasonably deem appropriate to prevent the visual impact of such solar collecting panels and devices when viewed from any Street fronting the Lot, and to the extent possible, from any other Lot.

10.17 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Subdivision, provided that up to three (3) generally recognized house pets may be kept, subject to Rules and Regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 10.17, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Subdivision if such pet is found to be a nuisance or to be in violation of these Restrictive Covenants. The Board of Directors shall have the further rights, subject to Section 12.3 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an Occupant of his/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. Any such fine or cost of repair shall be added to and become a part of that portion of any Assessment next coming due to which such Lot and its Owner are subject.

10.18 Nuisances. No rubbish or debris of any kind shall be dumped, placed, burned, or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or in any part of the Common Areas, and each Owner, his/her family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Subdivision or which could result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation. Any Owner, or his/her family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision not authorized in accordance with the rules and procedures for regular trash pick up, shall be liable to the Association for the actual cost of removal thereof, plus the fine and penalty imposed by the Association, or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of any Assessment next becoming due to which such Owner and his/her Lot are subject.

10.19 Motor Vehicles, Trailers, Boats, Boat Docks, Etc. 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, house trailers, tractors, trucks (other than pickup trucks), trailer trucks, commercial vehicles of any type, campers, camp trucks, motorized campers or trailers, buses, boats, other water craft, boat trailers, and machinery or equipment of any kind or character is strictly prohibited. The foregoing restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within (i) an enclosed garage, or (ii) the rear yard of a Lot and behind a solid fence enclosure. The parking of any vehicle within a Street right-of-way is strictly prohibited. Except for golf carts, the storage, maintenance, or operation of motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATVs and ATCs), motorized utility vehicles, and other similar vehicles, or any of them, is strictly prohibited in the Subdivision. No Owners or other Occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, or within any portion of the Common Areas, except: (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

No structure of a temporary character, trailer, camper, camp truck, mobile home, or other prefabricated trailer, house trailer, camper, or mobile home having once been designed to be moved on wheels, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

10.20 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved portion of the garage or carport apron. No vehicle(s) owned or used by the Owner or Occupant, or their family members, guests, invitees, contractors, employees, designees, transferees, successors, or assigns shall be parked in the Street overnight. No driveway shall be used for storage of boats, trailers, motor homes, recreational vehicles, campers, school and other buses, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot for performing repair work on any vehicle is expressly prohibited. Except for vehicles owned by a resident of the Subdivision, no trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked anywhere on the Property except when making a delivery.

10.21 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in these Restrictive Covenants to the contrary, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales offices within the Gatehouse or elsewhere in the Subdivision, signs and model Dwellings, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of the Developer's rights under this Section 10.21 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.

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

10.23 Garbage and Trash Collection Services. Trash and garbage containers shall not be permitted to remain in public view except during the period commencing at 6:00 pm on the day before a scheduled trash collection day until six hours after trash collection is completed. 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, or bi-annual basis to each Owner all within the discretion and control of the Association.

10.24 Streetscapes.

- (a) Mailboxes; House Addresses. Prior to occupancy, each Owner shall install a uniform mailbox and mailbox post of a type, style, and material selected/designated by the ARC or Developer. The house address will be displayed on the top of the mailbox. All post heights, post types, construction, and residents' address on the top of the mailbox shall be of a uniform font and type selected by the ARC or Developer. The purchase, installation, and maintenance of the mailbox shall be the cost and expense of the Owner.
- (b) Flagpoles. Flagpoles and flags to be displayed shall be approved by the ARC prior to display or installation. The Association shall have the discretion to limit flags to USA flags only.
- (c) Basketball Goals, Sports or Recreational Equipment. Basketball goals, sports or recreational equipment are prohibited. No basketball goals, sports or recreational equipment are to be installed or placed in the Streets or alleyways either permanently or temporarily.
- (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 window mounted heating or air-conditioning units be permitted.
- (e) Yard Decorations. Yard decorations shall be maintained in accordance with the general scheme of the community and shall be subject to restrictions imposed by the ARC.
- (f) Exterior Color Palettes. The exterior color palettes for homes within the subdivision shall comply with the following:
 - (i) Neutral color palettes are encouraged in warm tones to be provided by the ARC;
 - (ii) Bright primary colors are not permitted unless used as an accent, such as a front door color.

10.25 Lighting.

- (a) Yard and House Lighting. Except as allowed by the ARC, each Lot shall have a natural gas light fixture at the front of the Dwelling next to the front door. All gas lamps shall remain lit and be maintained lit twenty-four (24) hours a day on each day. The design, height, and location of said fixture shall be subject to the approval of the ARC.
- (b) Exterior Site Lighting. Exterior lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. The wattage is determined by the ARC. All exterior lighting must be approved by the ARC prior to installation.

- (c) **Security Flood Lighting.** Security flood lighting must not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the Dwelling, with the exception that two security floodlights in the front yard and two security floodlights in the rear yard are acceptable.
- 10.26 Aircraft.** There shall be no landing or taking off of aircraft of any form, including helicopters of any form, in the Subdivision.
- 10.27 Driveways.**
- (a) Each Lot must be accessible to an adjoining Street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No driveway may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the ARC first shall have been obtained.
- (b) No driveway shall be constructed without the prior written approval of the ARC as to its location.
- 10.28 Drainage.**
- (a) 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.
- (b) Drainage servitudes are designated on the Subdivision Plat in the side yard setback areas of certain Lots. Each Owner shall create and maintain a drainage-way ("swale"), being five feet in width immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude or drainage ditch or other drainage facility. No fence structure, fill, planting or other placement by an Owner shall substantially interfere with the drainage flow in this swale area.
- (c) Any modification, connection, or tie-in into the existing drainage system for the Subdivision by an Owner or contractor is strictly prohibited.
- 10.29 Swimming Pools, Patios, Decks.** Swimming pools, hot tubs, patios, decks, sheds, and other accessory buildings/uses shall: **(i)** be in the rear yard of the Dwelling, **(ii)** comply with all St Tammany Parish requirements, **(iii)** be constructed not closer than five feet (5') from a rear or side Lot line, and shall be enclosed behind a fence, **(iv)** if the lot is encumbered by a drainage servitude, then not closer than five feet (5') from the drainage servitude, **(v)** swimming pools shall be constructed in the ground and at normal ground level, and **(vi)** not be constructed without a review and prior written approval of the Developer or the ARC.
- 10.30 Tchefuncte River and Flowers Bayou.**
- (a) The construction or maintenance of wharfs, piers, decking, docks, bulkheads or other structures within or on the edge of the River or Bayou must comply with all Federal, Louisiana, and St. Tammany Parish rules and regulations and approved by the ARC.
- (b) All River Lots and Bayou Lots shall be required to obtain all necessary permits to construct wharfs, piers, decking, docks, bulkheads, or other structures to or on the River or Bayou. **Exhibit E** will serve as a guideline to the construction allowed by Louisiana Wildlife and Fisheries and Scenic Rivers on a River Lot or Bayou Lot.
- (c) Any construction on a Bayou Lot shall comply with the following:
- (i) there shall be no structures, except elevated walkways and small boat docks, constructed checked within 100' of the mean low water mark. If an individual Owner wishes to construct one of the aforementioned permissible structures, authorization is required through a separate scenic rivers permit application.
- (ii) a 100 foot wide forested buffer shall be maintained between the development and Flower Bayou. Individual Owners shall not clear any native vegetation greater than 6" dbh (diameter at breast height) within 100 feet of the mean low water mark unless approved by Louisiana Department of Wildlife and Fisheries and the Army Corp of Engineers.

- (iii) The plans, specifications, and drawings on **Exhibit F**.
- (d) Any construction on a River Lot shall comply with the following:
 - (i) there shall be no structures, except elevated walkways, and small to moderately sized boat houses, and boat docks constructed within 50' of the mean low water mark. If an individual Owner wishes to construct one of the aforementioned permissible structures, authorization is required through a separate scenic rivers permit application.
 - (ii) a 35 foot wide forested buffer shall be maintained between the development and the Tchefuncte River. Individual Owners shall not clear any native vegetation greater than 6" dbh (diameter at breast height) within 35 feet of the mean low water mark, unless approved by Louisiana Department of Wildlife and Fisheries and the Army Corp of Engineers.
 - (iii) The plans, specifications, and drawings on **Exhibit G**.
- (e) Any individual Owner who wishes to deviate from the conditions and limitations applicable to Bayou Lots and River Lots set forth in Sub-Sections (c) and (d) above must obtain prior approval from the ARC, the Louisiana Department of Wildlife and Fisheries, the Army Corp of Engineers, and any other regulatory body having jurisdiction over the applicable area or activity.
- (f) Any construction on a Bayou Lot and River Lot shall **(i)** be permitted and constructed in a manner which is not an unreasonable impediment to navigation, **(ii)** comply with all applicable laws, rules, and regulations, **(iii)** not extend more than nine feet (9') into the River or Bayou from the River or Bayou bank at mean water level, and **(iv)** be approved by the ARC prior to construction, and **(v)** comply with the scenic rivers permit for the Subdivision.

10.31 Boat Launch.

If a boat launch is constructed upon a Greenspace parcel ("**Boat Launch Parcel**") in the Subdivision, in addition to the Rules and Regulations promulgated by the Association or Developer, each Owner shall comply with the following:

- (a) Boat trailers shall be prohibited on the Boat Launch Parcel overnight or any period longer than fifteen (15) hours;
- (b) Boat trailers shall be parked in the area designated for vehicles and boat trailer parking;
- (c) Boat trailers and vehicles shall not block or obstruct free and open access to and from the boat launch;
- (d) The boat launch on the Boat Launch Parcel is strictly for the Owners of the Subdivision and not for guests, permittees, and friends of the Owners; and
- (e) Upon a violation of any of the provisions of this Section 10.32, the Owner and his/her guest or invitee causing or responsible for such violation shall pay to the Association a penalty of \$100 per day for each day that such violation continues to exist or occur, as applicable. Such amounts may be collected from an Owner in accordance with the applicable provisions of Article IX herein.

10.32 Approved Builders and Contractors.

Prior to construction or remodeling of a Dwelling within the Property, the Owner of the Lot must first obtain the approval of the Developer as long as Developer is a Class B member, and thereafter, the ARC for a contractor or other Person or entity acting as contractor for the construction of a Dwelling, which shall include a review of the requirements as follows:

- (a) Builders. The Builder must first obtain approval of the ARC and be included on a list of approved builders ("**Approved Builder**") who understand the high quality of construction expected within the Subdivision, a copy of which is available in the office of the Developer or the Association. The contractors selected by an Owner to construct improvements on a Lot must be approved by the ARC at its sole discretion.
- (b) Contractors. Each Dwelling within the Property must be constructed and supervised by an Approved Builder. No Owner shall individually construct, contract, or supervise the construction of any house, building, or other structure on any Lot, unless he is an Approved Builder. Any approval by the ARC of a contractor or Approved Builder is not meant as an endorsement of the contractor's or builder's ability and shall not be the basis for any liability on the part of the ARC or the Developer.

- (c) Access to Approved List. The list of Approved Builders shall be maintained by the Developer or the Association in the registered office of the Developer or the Association, and those lists shall be available for review by the Owners during regular business hours of the Developer or the Association.

10.33 Construction Compliance Fine Schedule.

The following schedule of fines, fees, penalties, and/or assessments, as applicable, shall be due and owing by an Owner to the Association arising from Restrictive Covenants violations by an Owner or his/her guests, invitees, contractors, sub-contractors, agents, and/or employees, as determined by the Association:

Construction Compliance Fine Schedule:

<u>Violation</u>	<u>Fine- 1st Offense Minimum</u>
*Speeding	Warning - 1st offense, \$50.00 - each subsequent time
*Job Site – debris on site	\$100.00
*Job Site – debris on adjacent property	\$100.00
*No commercial trash enclosure	\$100.00
*Dirt or gravel in road	\$100.00
*Materials in right of way or road	\$100.00
*Construction equipment or material on adjacent Lot	\$100.00
*Parking violation	\$100.00
*No port-a-john on site	\$100.00
*Construction sign damaged or missing	\$50.00 per day
*Unauthorized sign	\$50.00 per day per sign
*Unauthorized burning	\$100.00
*Unauthorized clearing of Lot	\$10,000.00
*General nuisance/misconduct/noise	Up to \$100.00 per violation & possibly escorted off property.
*Unauthorized exterior finishes (e.g., paint, stain, roofing materials or design) –	\$100.00
*Unauthorized Additions/Improvements	\$100.00 per day
*Erosion into drainage facility	\$100.00
*Silt fence uninstalled or damaged	\$100.00
*Unauthorized Dumping	\$100.00
*Concrete Washout	\$500.00
*Garage/Carport Storage	\$25.00 per day
*Animals/Pets brought on property	1st offense warning, 2nd offense \$50.00, 3rd offense \$100.00
*Working outside construction hours without permission	\$100.00
*Failure to follow process (this can include, but is not limited to failure to receive a change during construction with any exterior component upon inspection, failure to turn in proper documentation at various stages of construction, etc.)	\$100.00

Above listed fines are the maximum levied for first time violations, they are doubled for future/repeat violations. Initial fines may be reduced or waived at the discretion of the Compliance Officer.

If it becomes necessary for the Compliance Officer to schedule maintenance/ repairs on a job site, the Contractor will also be held responsible for the cost of said actions.

Fines will be added to the cost of any repairs performed by the Association.

EXHIBIT B

FENCE TOP CAPS (PLAN)

