

**DECLARATION OF  
SERVITUDES, EASEMENTS, AND RESTRICTIVE COVENANTS**

**FOR**

**ESTATES AT WATERCROSS  
SUBDIVISION**

**BY**

**WATERCROSS DEVELOPMENT, L.L.C**

St. Tammany Parish 20  
Instrmnt #: 2042760  
Registry #: 2465809 crt  
11/03/2016 3:36:00 PM  
MB CB X MI UCC

TABLE OF CONTENTS

HEADINGS	PAGE NUMBERS
<i>ARTICLE I – DEFINITIONS.....</i>	<i>4</i>
<i>ARTICLE II – PLAN OF DEVELOPMENT.....</i>	<i>6</i>
<i>ARTICLE III – PROPERTY RIGHTS .....</i>	<i>6</i>
<i>ARTICLE IV – OWNERS ASSOCIATION.....</i>	<i>11</i>
<i>ARTICLE V – MAINTENANCE.....</i>	<i>12</i>
<i>ARTICLE VI – INSURANCE AND CASUALTY LOSSES.....</i>	<i>14</i>
<i>ARTICLE VII – CONDEMNATION.....</i>	<i>16</i>
<i>ARTICLE VIII – ADMINISTRATION .....</i>	<i>17</i>
<i>ARTICLE IX – ASSESSMENTS .....</i>	<i>19</i>
<i>ARTICLE X – ARCHITECTURAL STANDARDS AND USE RESTRICTIONS .....</i>	<i>23</i>
<i>ARTICLE XI – PRIVATE STREET; SERVITUDE OF PASSAGE .....</i>	<i>43</i>
<i>ARTICLE XII – RULE MAKING .....</i>	<i>45</i>
<i>ARTICLE XIII – GENERAL PROVISIONS .....</i>	<i>46</i>
<i>EXHIBIT A – PROPERTY DESCRIPTION .....</i>	<i>51</i>
<i>EXHIBIT B – ARTICLES &amp; BYLAWS FOR THE OWNERS ASSOCIATION .....</i>	<i>52</i>
<i>EXHIBIT C – APPLICATION FOR HOME IMPROVEMENT APPROVAL .....</i>	<i>53</i>
<i>EXHIBIT D – DRIVEWAY, SWALE, AND DRAINAGE SPECIFICATIONS .....</i>	<i>55</i>
<i>EXHIBIT E – RIVER CONSTRUCTION GUIDELINES (LA WILDLIFE AND FISHERIES).....</i>	<i>57</i>
<i>EXHIBIT F – BAYOU LOT CONSTRUCTION PLANS .....</i>	<i>60</i>
<i>EXHIBIT G – RIVER LOT CONSTRUCTION PLANS .....</i>	<i>62</i>

**DEDICATION OF SERVITUDES,  
EASEMENTS AND RESTRICTIVE COVENANTS**

**UNITED STATES OF AMERICA**

**FOR: ESTATES AT WATERCROSS SUBDIVISION**

**STATE OF LOUISIANA**

**BY: WATERCROSS DEVELOPMENT L.L.C.**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016;

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

**PERSONALLY CAME AND APPEARED:**

**WATERCROSS DEVELOPMENT, L.L.C., (TIN ##-###2026)** a Louisiana limited liability company, domiciled in Metairie, Jefferson Parish, Louisiana, herein represented by its duly authorized Members/Managers, being Bruce Wainer and Harold Wainer, its mailing address being: 321 Veterans Blvd, Suite 201, Metairie, LA 70005;

hereinafter sometimes referred to as “**Developer**”, and said Developer does declare as follows:

**WHEREAS**, Developer is the Owner of certain immovable property located in Section 47, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, more fully described on **Exhibit A**, attached hereto and made a part hereof, (“**Property**”);

**WHEREAS**, the Developer is developing the Property as a gated waterfront residential community known as the “**Estates at Watercross**”; and

**WHEREAS**, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, open spaces, walkways, parks, recreational facilities, and Common Areas to be developed as a part of said residential community; to this end, Developer desires to subject the Property described herein, as it may be amended and added to, the servitudes, privileges, and restrictions hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the maps and plats of surveys of John E. Bonneau & Associates, Registered Land Surveyor, recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the Property described herein and parcels hereafter added, and the subsequent Owners thereof; and

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

**WHEREAS**, the Developer has formed or intends to form "**The Estates at Watercross Owners Association, Inc.**" as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

**NOW THEREFORE**, the Developer hereby declares that the Property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved

subject to the covenants, privileges, restrictions, and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of the Property, and which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements constructed thereon, each of whom shall have the right to enforce specific performance of these provisions.

## **ARTICLE I DEFINITIONS**

When used herein, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

- 1.1 Architectural Review Committee** – shall mean and refer to the committee which shall be appointed by the Association’s Board of Directors or Developer, during the period that Developer is a Class B Member of the Association, to approve exterior improvements, additions, and changes within the Subdivision as provided in Article X hereof, and will be sometimes referred to herein as the “**ARC.**”
- 1.2 Articles of Incorporation** – shall mean and refer to the Articles of Incorporation of Estates at Watercross Owners Association, Inc., as amended, from time to time.
- 1.3 Assessment** – shall mean and refer to an Owner’s share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- 1.4 Association** – shall mean and refer to Estates at Watercross Owners Association, Inc. and its successors, assigns, or liquidators.
- 1.5 Bayou** – shall mean “Flowers Bayou” as depicted on the Subdivision Plat.
- 1.6 Bayou Lot** – shall mean *Lots 38 through 47, inclusive*, as depicted on the Subdivision Plat.
- 1.7 Board of Directors** – shall be the directors who administer and run the Association, as set out in the Articles of Incorporation, which is the governing body of the Association.
- 1.8 By-Laws of the Association or the By-Laws** – shall mean and refer to those By-Laws of Estates at Watercross Owners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.
- 1.9 Common Areas** – shall mean and refer to all servitudes, roads, Streets, neutral ground areas, docks, cabanas, the boat launch, club houses, gate entry, landscaping, lighting, easements, real property, community facilities, open spaces, buildings, appurtenances, and other facilities now or hereafter owned, acquired, or otherwise available for use by the Association for the benefit, use, and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association.
- 1.10 Common Expenses** – shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, for maintenance of Common Areas and/or capital additions, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of these Restrictive Covenants.
- 1.11 Deluxe Lot** – shall mean *Lots 1 through 33, inclusive*, and *Lots 48 through 143, inclusive*, as depicted on the Subdivision Plat.

- 1.12 Developer** – shall mean and refer to Watercross Development, LLC, and its successor and assigns, or the lender who acquires the interest of Watercross Development, LLC, by foreclosure or dation en paiement.
- 1.13 Dwelling** – shall mean and refer to a single-family detached dwelling located within the Subdivision.
- 1.14 “Flood Zone A” and “Flood Zone B”** – shall mean areas within the Property that are designated by FEMA as subject to flooding and water inundation during rain events to depths that vary, according to land contours and water levels that may affect Streets, Lots, buildings, and improvements.
- 1.15 Greenspace** – shall mean and refer to any area within the Property designated as “GREENSPACE”, “BUFFERS”, and “BOAT LAUNCH”, inclusive, as depicted on the Subdivision Plat.
- 1.16 Living Area** – shall mean and refer to enclosed, heated, and cooled areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, attics, and basements.
- 1.17 Lot** – shall mean and refer to a portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the Subdivision Plat approved by St. Tammany Parish and recorded by the Developer in the official records of St. Tammany Parish, Louisiana. The term “Lot” shall mean and include a “River Lot,” “Bayou Lot,” and “Deluxe Lot” as depicted on the Subdivision Plat, and shall mean *Lots 1 through 143, inclusive*, as depicted on the Subdivision Plat.
- 1.18 Occupant** – shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, present at or occupying a Dwelling, with the permission of the Owner.
- 1.19 Owner** – shall mean and refer to one or more persons, including the Developer, who or which owns title to any Lot or Dwelling, including River Lots, Bayou Lots, and Deluxe Lots.
- 1.20 Parcel** – shall mean and refer to a part of the Property as shown and labeled a Parcel on one or more Subdivision Plats.
- 1.21 Person** – shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- 1.22 Property** – shall mean and refer to the real property particularly described on **Exhibit A**, together with all improvements thereon.
- 1.23 Restrictive Covenants** – shall mean and refer to this *“Dedication of Servitudes, Easements, and Restrictive Covenants”* herein described.
- 1.24 River** – shall mean “Tchefuncte River” as depicted on the Subdivision Plat.
- 1.25 River Lot** – shall mean *Lots 34 through 38, inclusive*, as depicted on the Subdivision Plat.
- 1.26 Rules and Regulations** – shall mean the Rules and Regulations for Developers, Contractors and Home Builders, promulgated by Developer or the Association from time to time, setting forth in particularity the rules and standards for construction.
- 1.27 Streets** – shall mean the streets in the Subdivision, including, but not limited to, *Cypress Point Drive, Cypress Point Circle, Twin River Place and Twin River Lane* as depicted on the Subdivision Plat. Ownership and fee title to said Streets shall remain in the Association,

its successors, transferees, or assigns or may be dedicated to St. Tammany Parish at the option of the Association. Said ownership and fee title to said Streets is not conveyed or transferred herein or hereby. Nothing in this Act or the Subdivision Plat is intended to dedicate in any manner said Streets to the Parish of St. Tammany, the State of Louisiana, the public in general, or to public use.

- 1.28 Subdivision** – shall mean and refer to Estates at Watercross Subdivision located on the Property as depicted on the Subdivision Plat.
- 1.29 Subdivision Plat or Plat** – shall mean and refer to the official Subdivision Plat or plats of the Property filed in the public records by the Developer, subject to these Restrictive Covenants, including property added to the restrictions after the date of these Restrictive Covenants.

## **ARTICLE II PLAN OF DEVELOPMENT**

- 2.1 Plan of Development of Property.** The Property shall be developed and maintained as an exclusive single family Subdivision substantially in accordance with the Subdivision Plat. It shall consist of Deluxe Lots, River Lots, Bayou Lots, and Common Areas. The dimensions of the Lots are as depicted on the Subdivision Plat. All Lots within the Subdivision shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and use restrictions set forth in Article X hereof.
- 2.2 Improvements by Developer.** Developer shall have the right, but not the obligation, for so long as Developer owns any Lot or Dwelling primarily for the purpose of sale, to make additions, improvements and changes to all Common Areas and to all Lots or Dwellings owned by Developer, including, without limitation:
- (a) installation and maintenance of any improvements in and to the Common Areas,
  - (b) changes in the location of the boundaries of:
    - (i) any Lots owned by the Developer; and/or
    - (ii) of the Common Areas; and
  - (c) installation and maintenance of any water, sewer, and other utility systems and facilities.
- 2.3 Ownership of Common Areas.** The Common Areas shall be owned by the Association, subject to any servitudes of use in favor of the Owners as set forth herein. The Common Areas shall be the maintenance obligation of the Owners and the Association.
- 2.4 Compliance.** Notwithstanding any review, approval, certification, or permit provided by the ARC or the Developer, each Owner shall be primarily responsible and obligated for compliance with these Restrictive Covenants and the Rules and Regulations. Each Owner shall and does hold harmless, relieve, and release the Developer and the ARC from all liability arising from any such approval provided by the Developer or the ARC related to these Restrictive Covenants or the Rules and Regulations.

## **ARTICLE III PROPERTY RIGHTS**

- 3.1 General.** Each Lot and Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of these Restrictive Covenants. Each Owner shall be entitled to the exclusive ownership and possession of his/her Lot or Dwelling, subject to the provisions of these Restrictive Covenants, including without limitation, the provisions of

this Article III. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests in and to the membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of a Lot ceases for any reason, at which time his/her membership in the Association shall automatically pass to his/her successor-in-title to his/her Lot. Lots shall not be subdivided without consent and approval of the ARC and St. Tammany Parish, and, except as provided in this Article III, the boundaries of Lots shall remain as established by the Subdivision Plat. However, nothing herein shall prohibit a re-subdivision that adds to an existing Lot all or a portion of another Lot. When a part of one Lot is permissibly added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot, or, with the prior consent of the Association and the Developer, to a contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of the ARC and the Developer, as long as the Developer owns any of the Property.

**3.2 Members' Right of Enjoyment.** Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of the Association, and Rules and Regulations established by the Association, as amended from time to time, every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities; use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (a) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and common facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said Property, to sell, dedicate, exchange, transfer, convey, assign and deliver said Property;
- (b) The right of the Association to levy reasonable Assessments, admission fees, or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and
- (c) The right of the Association to pass and enforce such other Rules and Regulations for the use of the Common Areas and common facilities, including the right to enforce various sanctions against the Owners of Lots in the Subdivision, including, but not limited to, the right of suspension, fines and penalties, and Assessments of the costs of noncompliance of a Owner to an individual Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

**3.3 Recreational Facilities.** Subject to the terms and provisions of these Restrictive Covenants (except as set forth in Section 10.32 herein) and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his/her family, tenants, and guests (except as set forth in Section 10.32 herein) shall have a right of use and enjoyment of the recreational areas and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his/her Dwelling such Owner's rights of access to and use of the recreational facilities so that such tenant, his/her family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his/her family and guests.

**3.4 Access.** All Owners, by accepting title to Lots conveyed subject to these Restrictive Covenants, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and

egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times pursuant to the perpetual predial servitudes granted or reserved in this Article III. There is reserved unto the Developer, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Subdivision.

**3.5 Servitudes for the Association.** The Association shall have the right and servitude on, over, through, under, and across the Common Areas and for the purpose of constructing improvements for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas as are contemplated by these Restrictive Covenants or as the Association desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Association have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein, the Association shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as the Association deems appropriate, provided that the Association shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Subdivision to the use of the Common Areas.

**3.6 Changes in Boundaries; Additions to Common Areas.** The Developer expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas including the realignment of boundaries between adjacent Lots owned by the Developer, provided that any such change or realignment of boundaries shall not substantially decrease the acreage of the Common Areas and shall be evidenced by a revision of or an addition to the Subdivision Plat which shall be recorded in the Map Records of the Clerk of Court for St. Tammany Parish, Louisiana. Furthermore, the Developer reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use of such other portion of the Property owned by the Developer as it, in its discretion, shall choose.

**3.7 Servitudes for Utilities and Public Services.**

- (a) There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from St. Tammany Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other Person, upon, over, under, and across all of the Common Areas in which Dwellings are not constructed or erected, and for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by the Developer, its successors or assigns, or by the Board of Directors, provided, however, that for so long as the Developer owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of the Developer prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier of services, with respect to the portions of the Subdivision so encumbered,



- (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities;
  - (ii) to cut and remove any trees, bushes, or shrubbery;
  - (iii) to grade, excavate, or fill; or
  - (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.
- (b) The Developer hereby grants to St. Tammany Parish, Louisiana, or such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over, and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.
- (c) Developer shall have the right to execute all such servitudes, rights of access, and agreements with the St. Tammany Parish Sheriff's Office or other governmental authorities to allow the enforcement of traffic control measures within the Subdivision, pursuant to ordinance(s) adopted by St. Tammany Parish.

**3.8 Servitudes for Walks, Trails, Signs, Perimeter Fencing and Greenspace.** There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land fifteen (15') feet in width located along and contiguous to those boundaries which are contiguous to Streets and roads for all Lots and all Dwellings for the installation, maintenance, and use of sidewalks, traffic directional signs, utilities, and related improvements, provided that the Developer shall have no obligations to construct any such improvements. Property Owners and the Association shall not be held liable for damages or injuries which occur on sidewalks for public use. Each Owner shall further comply with the following restriction established on the Subdivision Plat:

"The front of each Lot shall be subject to a 15' utility servitude along all streets. The rear of each Lot shall be subject to a 5' drainage servitude where the rear of a Lot is contiguous to another Lot. The homeowners association for the subdivision (Association) will make repairs to the drainage conduit located in the drainage servitude and is authorized to remove any fencing within the drainage servitude necessary for such repairs. A Lot Owner is responsible for the following within the drainage servitude: (i) replacement of the fencing upon a removal by the Association; (ii) payment and reimbursement to the Association for any damages to the drainage conduit caused by such Lot Owner; and (iii) all other maintenance, grass cutting, debris removal, and general maintenance."

**3.9 Servitudes for Association.** There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof, excluding the Dwelling, in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever

practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot directly affected thereby.

**3.10 Sales and Construction Offices.** Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Developer and its successors and assigns the alienable and transferable right and servitude in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, construction offices and business offices, together with such other facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and Dwellings and Common Areas, for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale. The servitude provided in this Section shall terminate with respect to any Lot ipso facto upon the sale of such Lot by the Developer to a third party.

**3.11 Servitudes for Undeveloped Parcels of the Property.** There is hereby reserved in favor of the Developer and their successors and assigns as a burden upon the developed Property, perpetual, non-exclusive rights and servitudes for:

- (a) pedestrian and vehicular ingress, egress, and parking, in favor of the undeveloped Parcels of the Property across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within servitudes serving the Common Areas,
- (b) the installation, maintenance, repair, replacement, and use within the Common Areas of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and
- (c) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

**3.12 Maintenance Servitudes.**

- (a) There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portions of any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.
- (b) There is hereby further reserved unto the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude over and across that portion of any Lot within a platted drainage servitude.

**3.13 Environmental Servitude.** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots and all unimproved portions of Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control

procedures and practices, the right to drain standing water, and the right to control the dispensing of fertilizers and pesticides.

- 3.14 Servitudes on Subdivision Plat.** Certain servitudes are created and established in the Subdivision Plat, and the creation and existence of said servitudes is recognized and confirmed hereby and incorporated herein by reference.
- 3.15 No Partition.** To the maximum extent permitted by Louisiana law, there shall be no judicial partition of the Subdivision or any part thereof, nor shall any Person acquiring any interest in the Subdivision or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provisions of these Restrictive Covenants.
- 3.16 Areas Subject to Inundation.** The Developer does advise Lot purchasers, and the Owner of a Lot within the Subdivision does acknowledge and agree that by acquiring such Lot, he/she/it does take cognizance of the fact that certain portions of the Property are subject to inundation during significant rainfall events. The design of the Subdivision is such that some of the Streets and Lots are located within flood zone areas subject to inundation. Each Owner, by acquiring a Lot in the Property, does acknowledge that areas within the Subdivision may be subject to inundation during significant rainfall events and does release the Developer and waive any right or cause of action against the Developer arising from inundation of a Lot or Dwelling during rainfall events. Each Owner of a Lot agrees to have an independent engineer of his/her/its choosing determine the effect of the flood zone areas upon his/her/its Lot and/or Dwelling 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 and Flood Zone B areas within the Subdivision.

#### **ARTICLE IV OWNERS ASSOCIATION**

- 4.1 Membership.** For the purpose of controlling, regulating and maintaining the community lighting and other amenities, and common facilities, for the general use and benefit of all Owners, each and every Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in the Subdivision, does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted Articles of Incorporation, By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Owners, and to provide for the collection of said Assessments in accordance with La. R.S. 9:1145 et seq.
- 4.2 Voting Rights.** The Association shall have two classes of voting membership:
- (a) Every Person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of a fee interest in any Lot which is or becomes subject to these Restrictive Covenants shall be a Class A member of the Association for as long as said ownership of the Lot continues. Each Class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, Person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which Class A membership is appurtenant, and the vote shall be cast in accordance with the Bylaws of the Association.
  - (b) There shall be two hundred (200) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B members shall be entitled to one (1) vote for each Class B membership so held, however, each Class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

- (i) Two years after the Developer no longer owns any Lots in any phase of the Subdivision but not later than January 1, 2040; or
- (ii) Upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

**4.3 Articles and Bylaws.** The Association is or shall be formed, created, and governed by the Articles of Incorporation and the Bylaws of the Association, attached hereto as **Exhibit B**, as both documents may be amended.

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

When these Restrictive Covenants require all or a percentage of the votes of the Association for an approval, such approval shall require a calculation using the combined votes of the Class A membership and Class B membership of the Association, until such time as the Class B memberships are surrendered or otherwise cancelled.

## **ARTICLE V MAINTENANCE**

**5.1 Responsibilities of Owners.** Unless specifically identified or excepted herein, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his/her Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, (cut to a maximum height of six [6"] inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.2(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the ARC.

**5.2 Association's Responsibility.**

- (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of:
  - (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, the boat launch, and other improvements situated within the Common Areas or within servitudes encumbering Lots pursuant to Article III hereof,
  - (ii) such security systems and utility lines, pipes, plumbing, water wells, pumps, irrigation facilities, water lines, wires, conduits, and related systems which are part of or on the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other Person,
  - (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas.

The Association shall not be liable for injury or damage to any Person or property:

- (i) caused by the elements or by any Owner or any other Person,
- (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas,
- (iii) caused by the disrepair of any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or
- (iv) caused by inundation within the Subdivision.

The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas, or any other portion of the Property. No diminution or abatement of the Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictive Covenants, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that the Developer or the Board of Directors determines that:

- (i) any Owner has failed or refused to discharge properly his/her or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or
- (ii) the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his/her family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part,

then in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of the Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation so to provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the Assessments to which such Owner and his/her Lot are subject and shall become a lien against such Lot and Dwelling. In the event that the Developer undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse the Developer for the Developer's costs and expenses.

(c) The Association shall pay all property taxes assessed against Common Areas and shall procure insurance as required in Article VI herein.

### 5.3 **Lot Maintenance Plan.**

- (a) The grass and vegetation on Lots must be mowed and maintained according to the minimum schedule hereinbelow;
- (b) The grass and vegetation on River Lots and Bayou Lots must be mowed and/or maintained to the water's edge, except as otherwise prohibited by law, regulations, or governmental permits;
- (c) During the months of November through March, if Lots are not mowed and maintained monthly, the Owner will be given notice to mow the Lot. If the Lot is not mowed within 10 days of the notice given to mow the Lot, a professional lawn service will automatically mow the Lot. **Minimum charge for this service will be \$110.**
- (d) During the months of April through October, Lots must be mowed not less than twice each month. If a Lot is not mowed at least every other week during the months of April through October, a professional lawn service will automatically mow the Lot. **Minimum charge for this service will be \$110.**

## **ARTICLE VI INSURANCE AND CASUALTY LOSSES**

### 6.1 **Insurance.**

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect a liability policy with limits of at least \$500,000.00 covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.
- (c) The Board or its duly authorized agents shall have the authority and may obtain
  - (i) workers' compensation insurance to the extent necessary to comply with any applicable laws and
  - (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association and the Developer, while Class B shares are outstanding, and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Developer, while Class B shares are outstanding, and thereafter in the Board of Directors. Insofar as permitted by law, the Association shall be required to make

every effort to secure insurance policies with the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating of deemed acceptable to the Board of Directors.
  - (ii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
  - (iii) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or Mortgagees.
  - (iv) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.
  - (v) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
  - (vi) All liability insurance shall contain cross-liability, liability endorsements to cover liability of the Association to an individual Owner.
- (e) It shall be the individual responsibility of each Owner at his/her own expense to provide liability, property damage, title, and all other insurance with respect to his/her own Lot and Dwelling. The Board of Directors may require all Owners to carry liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

**6.2 Damage or Destruction to Common Areas.** Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Areas or covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent or the Developer, at his/her option while Class B shares are outstanding, shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Developer or the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements unless the Developer and at least seventy-five (75%) per cent of the total vote of the Association shall agree otherwise within sixty (60) days following the damage. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a

reserve fund as may have been established for such purpose, the Board of Directors may levy a special Assessment against all Owners, without the necessity of a vote pursuant to Section 9.6 hereof, such special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied and additional Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such Assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and Assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be first paid to satisfy any outstanding mortgages against the damaged or destroyed property, and the balance, if any, shall be retained by and for the benefit of the Association; and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

- 6.3 Damage or Destruction to Lots or Dwellings.** In the event of damage or destruction by fire or other casualty to any Lots or Dwellings and in the further event that the Owner of such Lot or Dwelling elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling or other improvements to substantially the same conditions as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of these Restrictive Covenants (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

## **ARTICLE VII CONDEMNATION**

- 7.1 Condemnation of Common Areas.** Whenever all or any part of the Common Areas of the Subdivision shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) per cent of the total vote of the Association (which conveyance may only occur with the approval of the Developer, for so long as the Developer owns a Lot or Dwelling in the Property) the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer, for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale, together with at least seventy-five (75%) per cent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the ARC, and by the Developer, for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement



and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors, may levy a special Assessment against all Owners, without the necessity of a vote pursuant to Section 9.6 hereof, such special Assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas or if there are net funds remaining after such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

## **7.2 Condemnation of Lots or Dwellings.**

- (a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling responsible for the maintenance and repair of each Lot or Dwelling, as the case may be, elects not to restore the remainder of the Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe and slightly condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provision of these Restrictive Covenants and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean orderly, safe and slightly condition referred to above, of deeding the remaining portion of the Lot or Dwelling to the Association as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Subdivision and shall not be subject to any further Assessments imposed by the Association and payable after the date of such deeding.
- (b) In the event that any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of these Restrictive Covenants and all applicable zoning, Subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## **ARTICLE VIII ADMINISTRATION**

- 8.1 Common Areas.** The Association, subject to the rights of the Developer, shall be responsible for the exclusive management and control of the Common Areas and all

improvements thereon (including all improvements related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 13.1 hereof and notwithstanding any other provision to the contrary, the Developer shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association as long as the Developer is a Class B member. Each Owner, by acceptance of a deed to other conveyance of a Lot or Dwelling, vests in the Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 8.1 and Section 13.1 hereof.

**8.2 Duties and Powers.** The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, these Restrictive Covenants, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by these Restrictive Covenants or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots. Notwithstanding the foregoing provision of this Section 8.2 or any other provision of these Restrictive Covenants to the contrary, the Association shall not pledge, mortgage, or hypothecate all or any portion of the Common Areas.

**8.3 Agreements.** Subject to the prior approval of the Developer while Class B shares are outstanding, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Subdivision; and in performing its responsibilities hereunder; the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any Person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Subdivision, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by these Restrictive Covenants or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract

for, such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision or the enforcement of these Restrictive Covenants, the By-Laws, or the Rules and Regulations of the Association.

- 8.4 Personal Property and Immovable Property for Common Use.** The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred or in any manner, except to the extent that a transfer of the ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.
- 8.5 Rules and Regulations.** As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Lots, Dwellings, and Common Areas, which Rules and Regulations shall be consistent with the rights and duties established by these Restrictive Covenants. In the event of a conflict between the Rules and Regulations and these Restrictive Covenants, the Restrictive Covenants shall apply.
- 8.6 Indemnification.** The Association shall indemnify the Developer and every officer, manager, and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by the reason of being or having been an entity or Person in control exercising rights under these Restrictive Covenants or an officer, manager, or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer, manager or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer, manager and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, manager or director, or former officer, manager or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if available at a cost deemed reasonable by the Board of Directors.

## **ARTICLE IX ASSESSMENTS**

- 9.1 Purpose of Assessments.** The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.
- 9.2 Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:
- (a) annual Assessments to be established and collected as provided in Sections 9.3 through 9.7 hereof,

- (b) special Assessments to be established and collected as provided in Section 9.6 hereof,
- (c) individual, gatehouse, or specific Assessments against any particular Lot or Dwelling which are established pursuant to the terms of these Restrictive Covenants, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof.

**9.3 Computation of Annual Assessments and Budget.** The initial annual Assessment for all Lots is hereby fixed at SIX HUNDRED DOLLARS (\$600.00) per Lot. These Assessments shall remain in full force and affect until such time as the Board approves or changes the initial annual Assessment as specified hereinafter in this Section 9.3. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual Assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen days prior to such meeting.

**9.4 Annual Budget.** The budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either:

- (a) the Developer, for so long as the Developer is a Class B member, or
- (b) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting, provided that a minimum vote of fifty-one per cent (51%) of the total Property Owners shall be required to disapprove the budget.

In the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special Assessment as provided in Section 9.6 hereof.

**9.5 Common Expenses.** The Common Expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following:

- (a) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (b) utility charges for utilities serving the Common Areas and charges for other common services if any such services or charges are provided by the Association;
- (c) the expenses of maintenance, operation and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of these Restrictive Covenants;
- (d) the expenses of maintenance, operation and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (e) the expenses of the ARC which are not defrayed by plan review charges;

- (f) ad valorem real and personal Property taxes assessed and levied against the Common Areas and;
- (g) expenses for construction, maintenance, and upkeep of the Common Areas within the Subdivision;
- (h) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (i) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (j) the establishment and maintenance of a reasonable reserve fund or funds
  - (i) for inspections, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis,
  - (ii) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds,
  - (iii) to repair, replace, and maintain Streets, drainage facilities, water wells, irrigation facilities, pipes, lines, and conduits, and
  - (iv) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

## **9.6 Special Assessments.**

- (a) In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment year, special Assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.2 and 7.1 hereof, any such Assessment shall be approved by:
  - (i) the Developer, as long as the Developer is a Class B member, or
  - (ii) by a majority of the votes of a quorum of Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.8, subject to approval by the Developer.

The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special Assessments are to be pro-rated among the Lots equally as provided with respect to annual Assessments.

## **9.7 Individual Assessments.** Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual Assessments provided for in this Article shall be levied by

the Board of Directors and the amount and due date of such Assessment so levied by the Board shall be as specified by the Board.

- 9.8 Notice of Meeting and Quorum.** Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in this Article, shall be sent to all members not less than fifteen (15) days or more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) per cent of all the votes of the Association shall constitute a quorum. All the votes of the Association shall include the combined votes of the Class A membership and Class B membership of the Association. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is sent to the Members entitled to vote, stating the purpose or purposes of the meeting and that the previous meeting was not held for lack of a quorum, then any number of Members, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 9.9 Effect of Nonpayment; Remedies of the Association.** Any installment on any Assessment authorized hereunder shall be a debt and obligation of the Lot and the Owner of the Lot against which it is levied. In the event of non-payment of an Assessment within fifteen (15) days after it is due, the amount owed shall become delinquent, and the party obligated for payment shall pay both of the following: **(i)** interest on the delinquent amount at the rate of eighteen (18%) percent per annum interest, and **(ii)** a late fee in the amount of \$25.00 per month for each month that a delinquent amount remains due and payable. If the Assessments are being paid in installments, the Board, in its discretion, may accelerate the full amount of the balance of Assessment to be currently due and payable within ten (10) days. In the event of non-payment of an Assessment within the ten (10) days, a lien affidavit setting forth the amount due may be filed against the Lot and the Owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said Assessments, late charges, attorney's fees, costs and other penalties, as well as to enforce any other provisions of these Restrictive Covenants and/or the Rules and Regulations. The Association shall also be entitled to recover all reasonable attorney's fees and costs. No Owner may waive or otherwise escape liability for the Assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his/her Lot or Dwelling, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his/her Lot. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Lot, and any such obligation shall also be a real obligation of the Lot. The Owner's successor-in-title shall take title to such Lot subject to and be responsible for any delinquent Assessment, but without prejudice to the rights of such successor-in-title to recover from his/her predecessor-in-title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-Owners shall be solidarily liable for the entire amount of such Assessments.

- 9.10 Certificate.** The treasurer, any assistant treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment thereto of such fee as

is from time to time determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by such Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

- 9.11 Date of Commencement of Annual Assessments.** The initial annual Assessments established herein shall be payable to the Association when such Lot is conveyed from the Developer to a new Owner. Thereafter, the annual Assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments and any outstanding special Assessments shall be adjusted for such Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot is conveyed. Anything contained herein to the contrary notwithstanding, the Developer shall not be responsible for the payment of annual or special Assessments on Lots, which it or its affiliates own. Furthermore, the Developer shall have the option, but not the obligation, to pay annual Assessments on Lots owned by the Developer, fund any deficit which may exist between Assessments and the annual budget of the Association, or make "in kind" contributions of improvements to the Subdivision, all at the discretion of the Developer. However, the budget, Assessments, and deficit, if any, shall be annually reviewed by the Developer, and the Board of Directors, and during such period the Developer's option to fund deficits shall not exceed the amount of the Association's operating budget.

## **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**"):
    - 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;
    - 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 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 Pallets. The exterior color pallets for homes within the subdivision shall comply with the following:
  - (i) Neutral color pallets 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:**

<b>Violation</b>	<b>Fine- 1st Offense Minimum</b>
*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.

**ARTICLE XI  
PRIVATE STREET; SERVITUDE OF PASSAGE**

**11.1 Private Street; Servitude of Passage.**

- (a) All of the Streets shown on the Subdivision Plat fronting the Lots shall be private Streets. The Parish of St Tammany, the State of Louisiana, and the public in general shall have no interest or rights therein. Said Streets are not intended to be dedicated in any manner to the City of Covington, the Parish of St. Tammany, the State of Louisiana, the public in general or to public use. Ownership and fee title to said Streets shall remain in the Developer or the Association, its successors, transferees, or assigns and are reserved by and excluded by the Developer or the Association. Said ownership and fee title to said Streets are not conveyed or transferred herein or hereby. Nothing in these Restrictive Covenants or on said plans is intended to dedicate in any manner said Streets to the City of Covington, the Parish of St. Tammany, the State of Louisiana, the public in general or to public use. The filing of the Subdivision Plat and/or the sale of Property or Lots by Developer, its successors or assigns, by reference to or according thereto shall not in any manner dedicate said Streets to the City of Covington, the Parish of St. Tammany, the State of Louisiana, the public in general or to public use.

- (b) There is hereby granted and established by designation in favor of each and every Lot, each and every present and future Owner of a Lot in the Subdivision, and each and every present and future Owner of a Lot in the Subdivision, and each and every present Owner and future Owners of the Property, their heirs and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the Streets (including all drives and courts) and the Street rights-of-way located in the Subdivision, as shown on the Plan of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude. Said servitude in favor of each Lot or grantee shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his/her agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot) and his/her agents, employees, contractors, licensees, invitees and guests, the non exclusive use and right of passage, together with others, of said Streets and sidewalks, if the latter are required, within the said Street rights-of way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Restrictive Covenants, and Rules and Regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his/her Lot over the said Streets in the Subdivision. The aforesaid servitudes established in this Section shall not be subject to termination or amendment by or upon any termination or amendment of these Restrictive Covenants. Any Person who shall cease to be an Owner and an Association member shall lose his/her servitude rights under this Section.
- (c) It is expressly provided that Developer, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the said Streets and Street rights-of-way located in the Subdivision and/or shown on the Subdivision Plat, to such entities, properties and/or Persons as it shall determine, which such grantees shall have the right to use and enjoy the said Street rights-of-way and Streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Developer reserves the right for themselves, their successors and assigns, to use and enjoy the said Streets and Street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said Street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, Streets, and Street rights-of-way.
- (d) An Owner of a Lot in the Subdivision and his/her respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said Streets and Street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed. However, Developer, or its successors and assigns, the Association, or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved Streets or any utility within the Subdivision or Streets, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said Streets and Street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said Streets in the Subdivision by reasonable means, including without limitation, by reasonable rules and regulations, by gatehouses, security gates, check points, guard rails, and similar devices located in the Street right-of-way or otherwise.

## **ARTICLE XII RULE MAKING**

### **12.1 Rules and Regulations.**

- (a) Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use of Lots, Dwellings and the Common Areas and facilities located thereon. In particular, but without limitation, the Board of Directors may promulgate from time to time Rules and Regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale.
- (b) All vehicular traffic on the private Streets and roads in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana and St. Tammany Parish concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Any such fines or penalties imposed by the Association shall not exceed the sum of \$100.00 per occurrence. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision.

### **12.2 Authority and Enforcement.** Subject to the provisions of Section 12.3 hereof, upon the violation of these Restrictive Covenants, the By-Laws or any Rules and Regulations duly adopted hereunder, the Board shall have the power

- (a) to impose reasonable monetary fines which shall constitute a real obligation and lien upon the Lot, the Owners or Occupants of which are guilty of such violation,
- (b) to suspend an Owner's right to vote in the Association, or
- (c) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owner's of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas,

and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his/her family, guests, or tenants or by his/her co-Owners or the family, guests, or tenants of his/her co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

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

- (a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying:
  - (i) the alleged violation;
  - (ii) the actions required to abate the violation; and
  - (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, a statement that any further violation of the same provision of these Restrictive Covenants, the By-Laws, or of the Rules and Regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
  - (i) the nature of the alleged violation;
  - (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
  - (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his/her behalf; and
  - (iv) the proposed sanction to be imposed.
- (c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

### **ARTICLE XIII GENERAL PROVISIONS**

**13.1 Control by the Developer.** Notwithstanding any other language or provision to the contrary in these Restrictive Covenants, in the Articles of Incorporation, or in the By-Laws of the Association, the Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.1 hereof. Every Owner in the Subdivision, by acceptance of title to his/her Lot agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 13.1 and the

provisions of Section 8.1. Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.1 and this Section 13.1, such right shall pass to the Owners, including the Developer if the Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter in accordance with the By-Laws of the Association. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Developer has in its possession.

**13.2 Duration and Amendment.** The permanent servitudes and real rights and interests created herein, including the servitudes, privileges, and restrictions of these Restrictive Covenants shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to these Restrictive Covenants, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by **(i)** the then Owners of a majority of the Lots in the Subdivision, and **(ii)** the holder of the Class B memberships of the Association, has been recorded agreeing to amend, modify, or terminate said servitudes, privileges, and restrictions in whole or in part. The terms and provisions of these Restrictive Covenants, or any of the servitudes, privileges, or restrictions herein contained, may be amended, modified, or terminated, in whole or in part, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by **(i)** the then Owners of fifty-one percent (51%) of the Lots in the Subdivision subject to approval by the Developer while Class B shares are outstanding; or **(ii)** by the Developer, alone, without the consent, vote, or approval of the Owners, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

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

prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of these Restrictive Covenants, the By-Laws, or any Rules and Regulations of the Association, however long continued.

- 13.4 Interpretation.** In all cases, the provisions set forth or provided for in these Restrictive Covenants shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of these Restrictive Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of these Restrictive Covenants shall be the date of its filing for record on the Records of the Clerk of Court for St. Tammany Parish, Louisiana. The captions of each Article and Section herein, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.
- 13.5 Gender and Grammar.** The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case full expressed.
- 13.6 Severability.** Whenever possible, each provision of these Restrictive Covenants shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Restrictive Covenants to any Person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of these Restrictive Covenants are declared to be severable.
- 13.7 Rights of Third Persons.** This Declaration shall be recorded for the benefit of the Developer, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining Owner or third party shall have any right, title, or interest whatsoever in the Subdivision, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Developer and Mortgagees, as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of these Restrictive Covenants without the consent, permission, or approval of any adjoining Owner or third party.
- 13.8 Notice of Sale, Lease or Mortgage.** In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot, other Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.
- 13.9 No Trespass.** Whenever the Association, the Developer, the ARC, and their respective successors, assigns, agents or employees are permitted by these Restrictive Covenants to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon and the taking of such action shall not be deemed to be a trespass.



**13.10 Notices.** Notices required hereunder shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested or by a private commercial courier service such as Federal Express with written evidence of delivery. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. All notices to the Association shall be delivered or sent in care of the Developer at the following address:

ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC.  
C/O WATERCROSS DEVELOPMENT, L.L.C.  
321 Veterans Blvd, Ste 201  
Metairie, Louisiana 70005

or at such other address as the Association may from time to time notify the Owners. All notices to the Developer shall be delivered or sent to the Developer at the above address or to such other address as the Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

***[SIGNATURES ON THE FOLLOWING PAGE]***

THUS DONE AND PASSED in the Parish of St. Tammany, State of Louisiana,  
on the date first written above in the presence of me, Notary, and the following competent  
witnesses who have signed in the presence of the parties and me, Notary, after due reading of  
the whole.

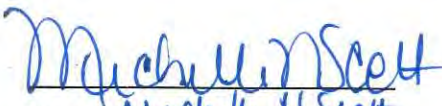
WITNESSES:

DEVELOPER:

WATERCROSS DEVELOPMENT, LLC

  
Print Name: Courtney Thompson

By:   
BRUCE WAINER, Member

  
Print Name: Michelle H. Scott

By:   
HAROLD WAINER, Member

  
ANGIE BURKE, NOTARY PUBLIC  
LA BAR/COMMISSION NO. 3651  
MY COMMISSION EXPIRES: 09/2014

## **EXHIBIT A**

### ***PROPERTY DESCRIPTION***

A CERTAIN PIECE OR PORTION OF LAND SITUATED IN SECTION 47, TOWNSHIP 7 SOUTH, RANGE 11 EAST, ST. TAMMANY PARISH, LOUISIANA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

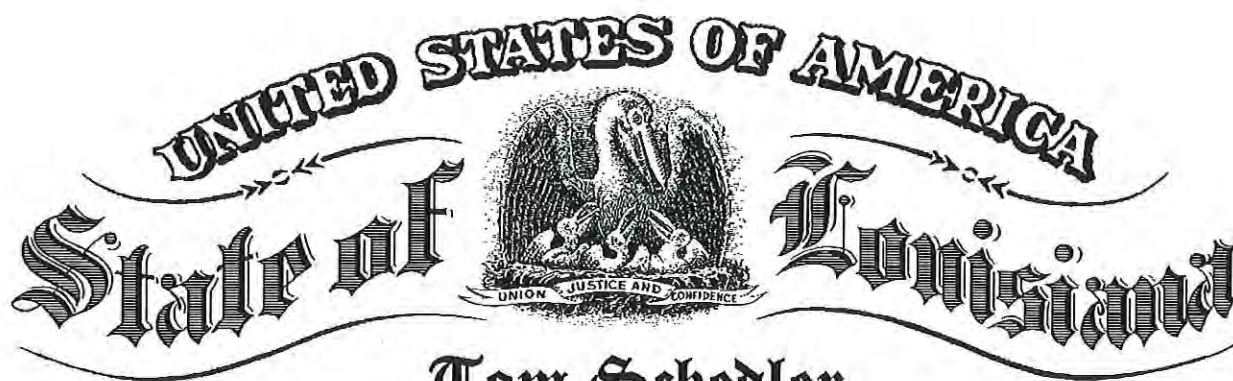
COMMENCING FROM THE CORNER COMMON TO SECTIONS 12, 13 & 46 TOWNSHIP 7 SOUTH, RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA, RUN NORTH 00 DEGREES 40 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 1423.63 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 23 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 1109.12 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 14 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 95.62 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 17 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 700.84' TO A POINT ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 12 AND THE EAST RIGHT-OF-WAY OF LOUISIANA HIGHWAY 21; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF INTERSTATE 12 SOUTH 48 DEGREES 43 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 326.61 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 45 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 243.47 FEET TO A POINT; THENCE RUN NORTH 51 DEGREES 51 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 368.91 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINNACLE PARKWAY, SAID POINT BEING A POINT ON A CURVE TO THE RIGHT (CLOCKWISE & NON-TANGENT); THENCE RUN ALONG SAID RIGHT-OF-WAY AND CURVE WITH A RADIUS OF 353.09 FEET, AND AN ARC LENGTH OF 448.26 FEET, A CHORD BEARING OF SOUTH 33 DEGREES 52 MINUTES 00 SECONDS EAST AND A CHORD LENGTH OF 418.76 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 86 DEGREES 14 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 120.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PINNACLE PARKWAY, SAID POINT BEING ON A CURVE TO THE LEFT (COUNTERCLOCKWISE & NON-TANGENT); THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY AND CURVE WITH A RADIUS OF 451.09 FEET, AND AN ARC LENGTH OF 522.22 FEET, A CHORD BEARING OF NORTH 30 DEGREES 01 MINUTES 18 SECONDS WEST AND A CHORD LENGTH OF 493.54 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 65 DEGREES 54 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 91.00 FEET TO A POINT ON A CURVE TO THE RIGHT (CLOCKWISE & TANGENT); THENCE RUN ALONG SAID CURVE WITH A RADIUS OF 360.00 FEET, AND AN ARC LENGTH OF 228.33 FEET, A CHORD BEARING OF NORTH 47 DEGREES 44 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 224.52 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 29 DEGREES 34 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 63.58 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 34 DEGREES 02 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 11.19 FEET TO A POINT; THENCE RUN SOUTH 29 DEGREES 34 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 68.57 FEET TO A POINT ON A CURVE TO THE LEFT (COUNTERCLOCKWISE & TANGENT); THENCE RUN ALONG SAID CURVE WITH A RADIUS OF 350.00 FEET, AND AN ARC LENGTH OF 37.75 FEET, A CHORD BEARING OF SOUTH 32 DEGREES 37 MINUTES 59 SECONDS EAST AND A CHORD LENGTH OF 37.73 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 15 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 2228.44 FEET TO THE POINT OF BEGINNING D.

FROM THE POINT OF BEGINNING D, CONTINUE NORTH 89 DEGREES 15 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 4177.48 FEET TO A POINT ON THE WESTERN DESCENDING BANK OF THE TCHEFUNCTE RIVER; THENCE RUN ALONG THE MEANDERINGS OF THE WESTERN DESCENDING BANK OF THE TCHEFUNCTE RIVER IN A SOUTHERLY DIRECTION FOR A DISTANCE OF APPROXIMATELY 3,655 FEET MORE OR LESS TO A POINT; THENCE RUN NORTH 68 DEGREES 58 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 1224.11 FEET TO A POINT; THENCE RUN NORTH 21 DEGREES 01 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 401.27 FEET TO A POINT; THENCE RUN NORTH 68 DEGREES 58 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 1550.00 FEET TO A POINT; THENCE RUN SOUTH 21 DEGREES 01 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 401.27 FEET TO A POINT; THENCE RUN NORTH 68 DEGREES 58 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 996.36 FEET TO A POINT; THENCE RUN NORTH 24 DEGREES 03 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 129.53 FEET TO A POINT; THENCE RUN NORTH 21 DEGREES 01 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 288.34 FEET BACK TO THE POINT OF BEGINNING D.

SAID PARCEL OF LAND CONTAINS 80.37 ACRES (3,501,098 SQ. FT.), MORE OR LESS.

**EXHIBIT B**

*ARTICLES & BYLAWS FOR  
THE ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC.*



**Tom Schedler**

SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

a copy of the Articles of Incorporation of

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

Domiciled at METAIRIE, LOUISIANA,

Was filed and recorded in this Office on November 1, 2016,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 2, 2016

*Secretary of State*

LC 42442036N



Certificate ID: 10763673#FTL73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)



**ARTICLES OF INCORPORATION**

**UNITED STATES OF AMERICA**

**OF**

**STATE OF LOUISIANA**

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

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 13<sup>th</sup> day of November, 2016;

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses:

**PERSONALLY CAME AND APPEARED:**

**THE ESTATES AT WATERCROSS DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by Bruce Wainer, its mailing address being 321 Veterans Blvd, Ste. 201, Metairie, Louisiana 70005, hereinafter sometimes referred to as “**Developer**”,

who declared to me, in the presence of the undersigned competent witnesses, that availing itself of the provisions of Louisiana Non-Profit Corporation Law, Chapter 12, Section 201-269 of the Louisiana Revised Statutes, now in effect and as amended; and who does hereby organize a non-profit corporation in pursuance of that law, and in accordance with the following articles of incorporation:

The undersigned do hereby adopt the following as the Articles of Incorporation of THE ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC., for the purpose of forming a corporation under the Louisiana Non-Profit Corporation Law, Chapter 12, Sections 201-269, inclusive, of the Louisiana Revised Statutes now in effect and as amended.

**ARTICLE I**  
**NAME**

The name of the corporation shall be: THE ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC. (hereinafter referred to as the “**Association**”).

**ARTICLE II**  
**PURPOSE**

The purpose for which the Association is organized is to provide a legal entity which shall obtain rights, privileges and obligations under restrictive covenants for The Estates at Watercross Subdivision (“**Subdivision**”) established by the Developer of record in the official records of St. Tammany Parish, Louisiana, hereinafter referred to as “**Restrictive Covenants**”, for the

development, management, regulation, operation and maintenance of the Subdivision easements, roads, improvements, amenities, buildings, green belts, common areas, entrance features, and other properties and easements of every kind and character, described in the Restrictive Covenants of the Subdivision as now constituted and as acreage may be added in the future through various amendments and modifications of the Restrictive Covenants.

### **ARTICLE III** **DOMICILE**

The domicile of this corporation shall be Jefferson Parish, Louisiana, and its registered office shall be located at 321 Veterans Blvd, Ste. 201, Metairie, Louisiana 70005.

### **ARTICLE IV** **POWERS**

The Association's powers shall include and be governed by the following provisions:

A. The Association shall have all the powers authorized by the Laws of the State of Louisiana, and in particular the Louisiana Non-Profit Corporation Law as it now exists and as it may be amended from time to time, except in instances where the Non-Profit Corporation Law as aforesaid conflicts with the provisions of these Articles of Incorporation or by the Bylaws executed this date, the Articles and Bylaws shall govern.

B. The Association shall have all of the powers, duties and obligations allowed by law, except as limited by these Articles of Incorporation, the Bylaws of the Association executed in connection with these Articles, and the Restrictive Covenants, as all of these documents may be amended from time to time. The said power shall include, but is not limited to, the following:

1. To make and collect assessments against members in order to pay the costs necessary for the orderly maintenance of the Subdivision.
2. To use the proceeds of assessments in the exercise of its powers and duties as provided for in the Restrictive Covenants, Articles, and Bylaws.
3. To maintain and improve easements, roads, green belts, common areas, entrance features, and other properties of every kind and character, both movable and immovable, in the Subdivision, and to further maintain and improve property, buildings, and other improvements owned or leased by the Association.
4. To enact, amend and enforce reasonable rules and regulations for the use of the property within the Subdivision.
5. To enforce, by all legal means available to the Association, the provisions of the Laws of the State of Louisiana, the Articles, Bylaws, Rules and Regulations of the Association.

6. To enter into contracts and agreements for the management, maintenance and improvement of the property in the Subdivision.
7. To borrow monies and open bank accounts in the name of and on behalf of the Association.
8. To dedicate, sell, mortgage or hypothecate property owned by the Association and to exercise such other powers as are not prohibited by the Articles and Bylaws and are authorized by the Non-Profit Corporation Law of the State of Louisiana.

C. The ownership of all properties and funds acquired by the Association and the proceeds thereof shall be held and administered in trust by the Officers of the Association, for the benefit of the Association members and the Association property, green belts and common areas located within the Subdivision in accordance with the provisions of the Restrictions, Articles, Bylaws and the Laws of the State of Louisiana relative to Non-Profit Corporations.

## **ARTICLE V**

### **MEMBERS**

This corporation is to be organized on a non-stock basis. The Association shall have two classes of voting membership:

A. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who became a record owner of a fee interest in any lot by transfer from the Developer of the Subdivision and lot which is or becomes subject to this act of dedication shall be a Class A member of the Association. Each Class A member of the Association shall be entitled to one (1) vote for each lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each lot to which Class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

B. There shall be two hundred (200) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B members shall be entitled to one (1) vote for each Class B membership so held, however, each Class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

1. thirty (30) days following the date upon which the total authorized issued and outstanding Class A memberships equal two hundred (200) ; or
2. on September 1, 2040; or
3. Upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.



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

## **ARTICLE VI** **DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of such number of Directors as shall be determined by the Bylaws, but having not less than three (3) Directors. In the absence of such determination, the Board shall consist of three (3) Directors. Directors shall be elected at the annual members meeting in the manner provided by the Bylaws. The Directors may be removed and vacancies on the Board filled as provided by the Bylaws. The Directors named herein shall serve until the first election of Directors. The names and addresses of the members of the first Board of Directors are as follows:

Bruce Wainer  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

Josh Wainer  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

David Berins  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

The above named Directors shall hold office until their successors are elected and have qualified or until removed from office.

## **ARTICLE VII** **OFFICERS**

The Association's affairs shall be administered by the Officers of the Board of Directors of the association. Such Officers shall serve at the pleasure of the Board of Directors. The initial Officers' names and addresses are:

BRUCE WAINER – PRESIDENT  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

JOSH WAINER – VICE-PRESIDENT/SECRETARY  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

DAVID BERINS – TREASURER  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

The above named Officers shall hold office and serve until their successors are designated by the Board of Directors and have qualified or until removed from office.

#### **ARTICLE VIII** **INDEMNIFICATION**

Each Director and each Officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlement thereof, regardless of whether he is an Officer or Director at the time such liabilities and expenses are incurred, unless the Officer or Director is adjudged guilty of willful malfeasance or malfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such Director or Officer may be entitled but shall be in addition to such other rights.

#### **ARTICLE IX** **BYLAWS**

The Board of Directors shall adopt the first Bylaws of the Association. The said Bylaws may be amended, changed, or repealed in the manner provided by said Bylaws.

#### **ARTICLE X** **AMENDMENTS TO ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Directors or any member of the Association may propose a resolution approving a proposed amendment. An amendment must be approved by a vote or written consent of the members representing fifty one (51%) percent of the total voting power of the Association or maybe made by the Developer alone without a vote as long as the Developer is a Class B member of the Association. No amendments shall make any changes in the qualifications for membership nor in the voting rights of the members without the unanimous approval in writing by all the members. A copy of each amendment shall be certified by the Secretary of the Association and recorded in the public records of St. Tammany Parish, Louisiana.

**ARTICLE XI**  
**TERM OF ASSOCIATION**

The Association shall continue to exist as long as the Restrictive Covenants are imposed (as they may be amended) upon the property known as "*The Estates at Watercross Subdivision*," St. Tammany Parish, Louisiana, unless the members elect to terminate the Association sooner by two-thirds (2/3) vote of approval of the total voting power of the Association.

**ARTICLE XII**  
**REGISTERED AGENT**

The full name and post office address of the corporation's registered agent is:

BRUCE WAINER  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

**ARTICLE XIII**  
**INCORPORATOR**


WATERCROSS DEVELOPMENT, LLC  
321 Veterans Blvd, Ste. 201  
Metairie, Louisiana 70005

***[SIGNATURES ON THE FOLLOWING PAGE]***

**THUS DONE AND PASSED** in Covington, St. Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses.

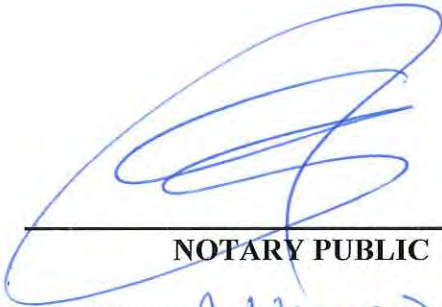
**WITNESSES:**

**WATERCROSS DEVELOPMENT, LLC**

  
\_\_\_\_\_  
Print Name: Courtney Thompson

By:   
\_\_\_\_\_  
Bruce Warner, Member

  
\_\_\_\_\_  
Print Name: Michelle N Scott

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
Print Name: A. Wayne Buras  
Commission No. 3651  
My Commission Expires: @ Death

**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED REGISTERED AGENT  
ACT 769 OF 1987**

TO: State Corporation Department  
State of Louisiana

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 1<sup>st</sup> day of November, 2016, before me, Notary Public in and for the state and parish aforesaid, personally came and appeared: BRUCE WAINER, who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of THE ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC., which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.

  
\_\_\_\_\_  
BRUCE WAINER, Registered Agent

SWORN TO AND SUBSCRIBED before me,  
this 1<sup>st</sup> day of November, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

Print Name: A. Wayne Buras

Commission No. 3651

My Commission Expires: @ Death

**BYLAWS**

**OF**

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

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**THE ESTATES AT WATERCROSS OWNERS ASSOCIATION, INC.** (hereinafter referred to as the “**Association**”), a non-profit Louisiana corporation, formed under the laws of the State of Louisiana, having for its purpose the governing of a particular subdivision property known as THE ESTATES AT WATERCROSS, and the Restrictive Covenants of The Estates At Watercross Subdivision recorded in the official records of St. Tammany Parish, Louisiana, does hereby adopt the following set of Bylaws which shall assist in governing the Association and The Estates At Watercross Subdivision.

All present or future owners, lessees, invites, tenants or occupants of The Estates At Watercross Subdivision as more fully set out in the Restrictive Covenants of The Estates At Watercross (as amended), or any other individual who may use the facilities or come upon The Estates At Watercross Subdivision in any manner are subject to the regulations set forth in these Bylaws, the Articles of Incorporation of the Association and the Restrictive Covenants recorded in the official records of St. Tammany Parish, Louisiana. The ownership, rental, occupancy, or presence of any individual, firm, person, or corporation, on subdivision property, including common areas, will signify and constitute notification and acceptance of these Bylaws, the Articles of the Association, the Restrictive Covenants, and the Rules and Regulations of The Estates At Watercross by such owner, occupant, tenant, employee, invitee, or any other person.

**ARTICLE I**  
**OFFICE**

The principal office of the Association shall be located at 321 Veterans Blvd, Ste. 201, Metairie, Louisiana 70005, and such other place or places as the Board of Directors of the Association may designate.

**ARTICLE II**  
**MEMBERSHIP MEETINGS**

1. All meetings of the members of the Association shall take place at a location within St. Tammany Parish to be designated by the Board of Directors in the notice of the meeting.

2. An annual meeting of the members may be held on the second Wednesday of March of each year commencing in 2018, provided that if the second Wednesday be a legal holiday, then the meeting shall occur on a date set by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting of the members.



3. Special meetings of the members, for any purpose, may be called by the President of the Association or the Board of Directors and shall be called by such Officers upon receipt of a written request from any member or members holding in the aggregate one-third (1/3) of the total voting power.

4. Notice of all member meeting, stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary unless waived in writing by seventy five percent (75%) of the total voting power of the Association. Such notices shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meetings.

5. The presence, in person or by written proxy, of the holders of a majority of the total voting power shall constitute a quorum.

6. When a quorum is present at any meeting, the holders of fifty-one percent (51%) of the voting rights present or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Articles of Incorporation, the Restrictive Covenants or these Bylaws a different vote is required, in which case such expressed provision shall govern and control the decision on such a question.

7. In any meeting of members, each Class "A" member of the Association shall be entitled to one (1) vote for each lot owned by any firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each lot to which Class "A" membership is appurtenant, and the vote shall be cast in accordance with these Bylaws. Each Class "B" member shall be entitled to one (1) vote for each Class "B" membership so held. If a lot is owned by one person, his right to vote shall be established by the record title of his lot. If a lot is owned by more than one person, the vote shall be divided among the ownership of each lot and fractional votes maybe cast. The ownership of a lot may by written authorization, cast the vote for all of the record owners of the lot, which written authorization shall be filed with the Secretary of the Association. If the lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by the President or Vice-President and attested by the Secretary or Assistant Secretary of such corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked, or until a change in the ownership of the lot concerned. If the lot is owned by a Partnership, the person entitled to cast the vote for the lot shall be a person or persons who would be entitled to convey title to real estate under the terms of the Partnership Agreement. Evidence of authority to represent the Partnership shall be filed with the Secretary of the Association prior to voting. A certificate designating the person entitled to cast the vote may be cast in person or by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

8. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is

sent to the shareholders entitled to vote, stating the purpose or purposes of the meeting and that the previous meeting was not held for lack of a quorum, then any number of shareholders, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

9. The order of business at annual members meetings and as far as practical at all other members meetings, shall be:

- A. At the initial meeting an election of chairman of the meeting;
- B. Calling the roll and certifying proxies or other authority to cast votes by the Secretary or at the initial meeting by the chairman of the meeting so designated;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of the minutes;
- E. Reports of Officers;
- F. Reports of committees;
- G. Election of Directors, if necessary;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

10. Whenever, by any provision of law, the Restrictive Covenants of The Estates At Watercross, the Articles of Incorporation of The Estates At Watercross Owners Association, Inc., these Bylaws, or the rules and regulations of The Estates At Watercross, the affirmative vote of members is required to authorize or constitute action by the Association, the written consent of those necessary to decide the particular question shall be sufficient for the purpose, without necessity for a meeting of the members.

11. Whenever the “total voting power” or “entire membership” of the Association is referred to in the Articles or Bylaws of the Association or the Restrictive Covenants of The Estates At Watercross it includes the total vote of all existing classes of membership.



### **ARTICLE III** **DIRECTORS**

1. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3), no more than seven (7) persons as determined from time to time by the members. Unless otherwise determined, there shall be three (3) Directors. Each member of the Board of Directors, other than the initial board or a board member appointed or elected by the Class B shareholder voting majority, shall be a lot owner; in the event of a corporate ownership, an Officer or designated agent thereof. In the event of a partnership, the member shall be a partner or designated agent of the partnership.

2. Election of Directors.

A. After retirement or resignation of the original Directors, election of Directors shall be conducted at the annual membership meeting. A nominating committee shall be appointed by the Board of Directors at least thirty (30) days prior to the annual members meeting. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

B. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the Board of Directors by majority vote.

C. Any Director may be removed by concurrence of a simple majority (51%) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by a majority vote of the members of the Association present or represented by proxy at the same meeting.

3. Director's Meeting.

A. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which time they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum of elected Directors shall be present.

B. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegraph or telefax, at least three (3) days prior to the day named for such meeting, unless such notice is waived, which notice shall state the time, place and purpose of the meeting.

C. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written or verbal request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by

mail, telephone, telegraph or telefax which notice shall state the time, place and purpose of the meeting.

D. Any Directors may waive notice of the meeting before, during or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. A quorum at Director's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by fifty-one percent (51%) of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided by law or in the Restrictive Covenants, Articles of Incorporation, Bylaws or Rules and Regulations of the Association. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is sent to the Directors entitled to vote, stating the purpose or purposes of the meeting and that the previous meeting was not held for lack of a quorum, then any number of Directors, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

F. The presiding Officer at Director's meetings shall be the President if such an Officer has been elected, and if none, then the Directors present shall designate one of their number to preside.

G. Any action which may be taken at a meeting of the Board of Directors, or at a meeting of any committee, may be taken by a consent in writing, signed by all of the members of the Board of Directors or by all of the members of the committee, as the case may be filed with the records of proceedings of the Board or committee.

4. All of the powers and duties of the Association existing under law, and in accordance with the Restrictive Covenants of The Estates At Watercross and other documents regarding the Association, Bylaws, Articles of Incorporation, and Rules and Regulations of The Estates At Watercross shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees; however, subject to the approval of the lot owners and the members of the Association when such is specifically required. A Director may not be an employee of the Association.

#### **ARTICLE IV** **OFFICERS**

1. The executive officers of the Association shall be President, Vice-President, Secretary, and Treasurer, all of whom shall be Directors. All Officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association and to preside over the member meetings.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minute book where in the resolutions of all proceedings of the Directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President.

5. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practiced and he shall perform all other duties incident to the office of Treasurer.

## **ARTICLE V**

### **ASSESSMENT AND FISCAL MANAGEMENT**

1. On or before September 1st of each year, the Board of Directors shall prepare a budget (the “**Annual Budget**”) based on an estimate of the total amount required for the cost of wages, materials, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management of the Association and the maintenance of the property of The Estates At Watercross, together with reasonable amounts considered by the Board to be necessary for the hereinafter established (annual expense) of The Estates At Watercross. On or before December 31st of each year, the Board shall give each lot owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the lot, which assessments shall be fixed in accordance with the provisions of the Restrictive Covenants of The Estates At Watercross, the Articles and Bylaws of the Association. If the budget or proposed assessments are amended, a copy of the amended budget or statement of assessments shall be furnished to each lot owner concerned. The Association membership shall approve this budget at the next annual meeting by a vote of 51% of the voting rights present or represented by written proxy at such meeting.

2. Any installment on any Assessment authorized hereunder shall be a debt and obligation of the Lot and the Owner of the Lot against which it is levied. In the event of non-payment of an Assessment within fifteen (15) days after it is due, the amount owed shall become delinquent, and the party obligated for payment shall pay both of the following: (i) interest on the delinquent amount at the rate of eighteen (18%) percent per annum interest, and (ii) a late fee in the

amount of \$25.00 per month for each month that a delinquent amount remains due and payable. If the Assessments are being paid in installments, the board, in its discretion, may accelerate the full amount of the balance of Assessment to be currently due and payable within ten (10) days. In the event of non-payment of an Assessment within the ten (10) days, a lien affidavit setting forth the amount due may be filed against the Lot and the Owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said Assessments, late charges, attorney's fees, costs and other penalties, as well as to enforce any other provisions of the Restrictive Covenants and/or the Rules and Regulations. The Association shall also be entitled to recover all reasonable attorney's fees and costs. No Owner may waive or otherwise escape liability for the Assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his/her Lot or Dwelling, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his/her Lot. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Lot, and any such obligation shall also be a real obligation of the Lot. The Owner's successor-in-title shall take title to such Lot subject to and be responsible for any delinquent Assessment, but without prejudice to the rights of such successor-in-title to recover from his/her predecessor-in-title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-Owners shall be solidarily liable for the entire amount of such Assessments.

3. When the first Board of Directors takes office, it shall forthwith determine the Annual Budget for the year of office ending in February of the next calendar year. Assessments shall be levied during this period as provided in Section 1 of this Article and in accordance with the Restrictive Covenants.

4. The Annual Budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be expenses of the Association:

- A. Current operating expenses;
- B. Reserve for alterations and improvements;
- C. Working capital.

The Board of Directors in its absolute discretion may establish from time to time such other accounts or budget classifications as it may deem appropriate for the proper administration of the property in The Estates At Watercross under the management or maintenance of the Association.

5. At the annual members meeting of each year, the Board of Directors shall provide all lot owners present with a copy of an audit or itemized accounting of the expenses actually incurred and paid for the preceding year by the Association, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual

expenses and reserve shall be surplus and shall be apportioned among the lot owners accounts as provided for in the Restrictive Covenants or these Bylaws.

6. The Treasurer shall keep full and correct books and accounts, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any lot owner, any representative of a lot owner duly authorized in writing or any mortgagee of a lot at such reasonable time or times during normal business hours as may be requested by the lot owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each lot which shall be kept current at all times and which shall show:

- A. The name and address of the lot owner or owners and the mortgagee of the lot, if any (provided the information has been furnished by the Lot owner);
- B. The amount and due date of all assessments pertaining to the lot;
- C. All amounts paid on account
- D. Any balance due.

Upon written request of a lot owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such lot owner.

7. Any installments on assessments shall be payable to the order of "*The Estates At Watercross Owners Association, Inc.*" and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under the deed restrictions shall be a debt and obligation of the lot and the owner of the lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be filed against the lot and the lot owner thereof as authorized by and provided for in LSA R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

8. In the event of non-payment of amounts due the Association, the Secretary or Treasurer shall, not later than one hundred twenty (120) days after any assessment levied pursuant to this act becomes due, take necessary measures to file in the records of the Clerk of Court for the Parish of St. Tammany a claim of lien on behalf of the Association and against the lot of the

delinquent owner liable for such assessment. The claim of lien shall be signed and verified by affidavit of an Officer or agent of the Association and shall include:

- A. A description of the lot or parcel of land owned by the delinquent Association member and any other information necessary for proper identification;
- B. The name of the record lot owner;
- C. The amount of all delinquent installments or payments or assessments;
- D. The date on which said installments or payments became delinquent, all in accordance with LSA R.S. 9:1145 et seq.

The Association or its agent shall file the lien in the records of St. Tammany Parish and serve upon the delinquent owner a sworn detailed statement of the claim by certified mail, registered mail or personal delivery.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any suit and notice of lis pendens must be filed before the expiration of five years after the date of recordation of the inscription of lien is filed with the Clerk of Court for St. Tammany Parish.

All liens for assessments against lots shall be subordinate in rank to any mortgage or lien on any lot filed for record in the official records of St. Tammany Parish prior to the lien for such assessments.

9. The Association shall, upon demand, furnish to any member liable for any assessment levied pursuant to this act (or any other party legitimately interested in the same) a certificate in writing signed by an Officer of the Association, setting forth the status of the assessment, i.e., whether the same is paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Upon default in the payment of any one or more periodic installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and may be declared due and payable in full.

Any recorded first mortgage secured by a lot in The Estates At Watercross may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

10. Any lot owner who mortgages his lot shall notify the Secretary of the name and address of his mortgagee. Any such mortgagee shall have the right to notify the Secretary of the association of the existence of a mortgage on a lot. The Secretary shall maintain such information in a special book or file. The Treasurer may report to a mortgagee of a lot any unpaid assessments or other default by the owner of such lot. A copy of every notice of default and claim for delinquent installment or assessment or claim of lien sent by the Association to a lot owner may also be sent to the mortgagee of the lot whose name and address has hereto fore been furnished the Association, however, the failure to send such notice to the mortgagee or the lot owner shall not affect the validity of the lien filed in accordance with law in the official records of St. Tammany Parish, Louisiana.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawals of money from such accounts shall be only by check signed by persons authorized by resolution of the Board of Directors. All funds collected by the Association from assessments may be commingled in a single fund but they shall be held for the lot owners and credited to accounts from which shall be paid the expenses for which the respective assessments were made. The records of the Association shall be maintained to evidence the amount due by each lot and lot owner to the Association.

12. Any obligation of the Association or any of its Officers contained in this Article may be assigned or delegated to an agent of the Association pursuant to an agreement entered into between the Association and the firm, person or corporation designated by the Association.

## **ARTICLE VI**

### **EXTENT OF LEGAL ACTION**

Notwithstanding any other authority granted to the Board of Directors herein, the Board of Directors shall take no legal action against any firm, person or corporation in the name of and on behalf of the The Estates At Watercross Owners Association, Inc., except for the following suits or actions:

1. A suit seeking collection of monies due as provided in Article V herein.
2. A suit to enforce Restrictive Covenants, Articles or Bylaws of The Estates At Watercross.

No other suits, demands, or claims in law or in equity shall be filed in any court.

## **ARTICLE VII**

### **NOTICES**

1. Any notice required by the Restrictive Covenants, Articles or Bylaws of The Estates At Watercross or by law to be given in writing by any lot owner to another lot owner or the Association or its Board of Directors or by the Association or its Board of Directors to any lot owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States mail. All proof of mailing shall be by the affidavit of the person

mailing and the affidavit shall be prima facia proof that notice has been given, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, with respect to the Association, and to the last address of such lot owner, Association member or other person appearing in the records of the Association.

2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

## **ARTICLE VIII** **PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Restrictive Covenants, Articles of Incorporation, or these Bylaws or with the Laws of the State of Louisiana.

## **ARTICLE IX** **AMENDMENTS**

Amendments to the Bylaws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval by a vote or by written consent of fifty one (51%) percent of the entire voting power of the membership or may be made by the Developer alone without a vote as long as the Developer is a Class "B" member of the Association. Until the first election of Directors by the members at an annual meeting, Bylaws may be amended and/or adopted by the unanimous vote of the Directors.

3. An amendment may be proposed by either the Board of Directors or by any member of the Association.

4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted, is recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in the same manner as recordation of the original Restrictive Covenants to which the original Articles of Incorporation and Bylaws are annexed as an exhibit.

5. These Bylaws may be amended by a majority vote of the Board of Directors, if necessary to make the same consistent with the provisions of the Articles of Incorporation and the Restrictive Covenants and as required by law.

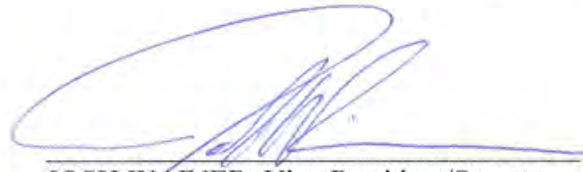


6. No amendment shall discriminate against any lot owner (including the Developer) or against any lot or class or group of lots unless the lot owner so affected shall consent.

7. No amendment to these Bylaws shall operate to change any lot owner's share of the total expenses of the Association, or change the voting rights of its members, unless the record owner of the lot concerned and all mortgagees who have duly recorded instruments in the records of St. Tammany Parish and whose mortgage is registered with the Secretary of this Association shall join in the execution of the amendment.

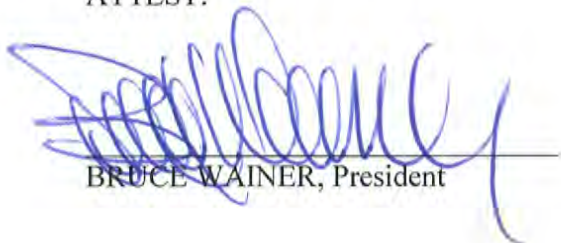
***[SIGNATURES ON THE FOLLOWING PAGE]***

I, JOSH WAINER, Vice-President/Secretary of The Estates At Watercross Owners Association, Inc., herein referred to as the Association, do hereby certify that the above and foregoing is a true and correct copy of the Bylaws of the Association adopted by the Board of Directors of the Association in accordance with the articles and in accordance with law on the 1<sup>st</sup> day of November, 2016.



JOSH WAINER, Vice-President/Secretary

ATTEST:



BRUCE WAINER, President

**EXHIBIT C**

**ESTATES AT WATERCROSS SUBDIVISION**

**REQUEST FOR HOME IMPROVEMENT APPROVAL**

In an effort to protect each individual Owners' rights and maintain property values, it is required that any homeowner or group of Owners considering improvement of their deeded property submit a REQUEST FOR HOME IMPROVEMENT APPROVAL to the ARC for approval by that Committee PRIOR to initiating work on planned improvements. Examples of improvements include, but are not limited to, exterior paint, patio covers, outside buildings, fences, sidewalks, and decks. If any change is made that has not been approved, the committee has the right to require the Owner to remove the improvement from his property. Please fill out this form in complete detail and include a sketch of the proposed construction.

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Briefly describe the improvement that you propose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Who will do the actual work on this improvement? \_\_\_\_\_

\_\_\_\_\_

Location of Improvement (check applicable areas):

\_\_\_\_\_ Front of House

\_\_\_\_\_ Roof of House

\_\_\_\_\_ Back of House

\_\_\_\_\_ Garage/Carport

\_\_\_\_\_ Patio

\_\_\_\_\_ Side of House

Other (describe): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Material necessary for proposed improvement (check):

☐ Paint B Color(s)

☐ Stain B Color(s)

☐ Lumber B Type(s)

☐ Stain B Color(s)

☐ Screen B Type(s)

☐ Cement

☐ Pipe

☐ Electrical

☐ Fence B Type(s)

☐ Height

☐ Other (describe) \_\_\_\_\_

\_\_\_\_\_

I understand that the ARC will act on this request as quickly as possible and contact me in writing regarding their decisions. I agree not to begin property improvement(s) until the ARC notifies me of their approval.

---

Signature of Owner

---

Construction Start Date

---

Construction Completion Date

Please include paint samples where appropriate. All improvements should be drawn to scale. A sketch will do for mailboxes and gutters.

Committee received request on:

---

(Date & Initials)

Return to:

*Josh@wainerco.com*

*Or*

*Josh Wainer*

*Estates at Watercross Architectural Review Committee*

*321 Veterans Blvd. Suite 201*

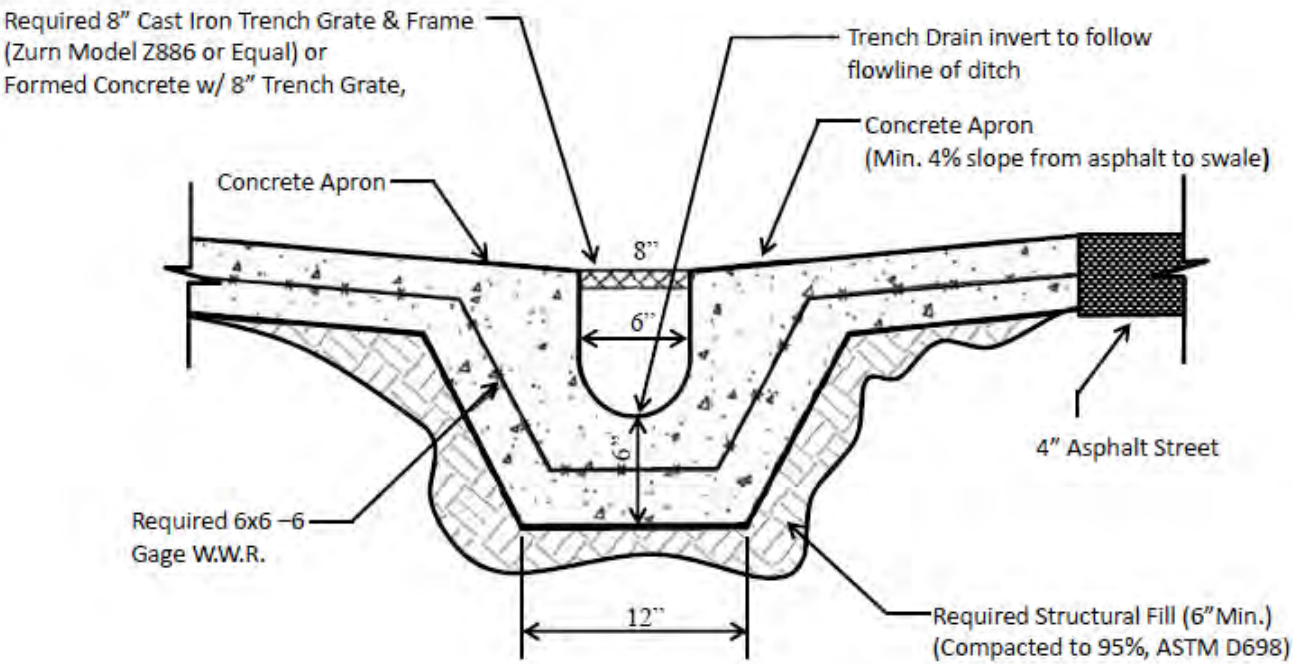
*Metairie, LA 70005*

**EXHIBIT D**

*DRIVEWAY, SWALE, AND DRAINAGE SPECIFICATIONS*

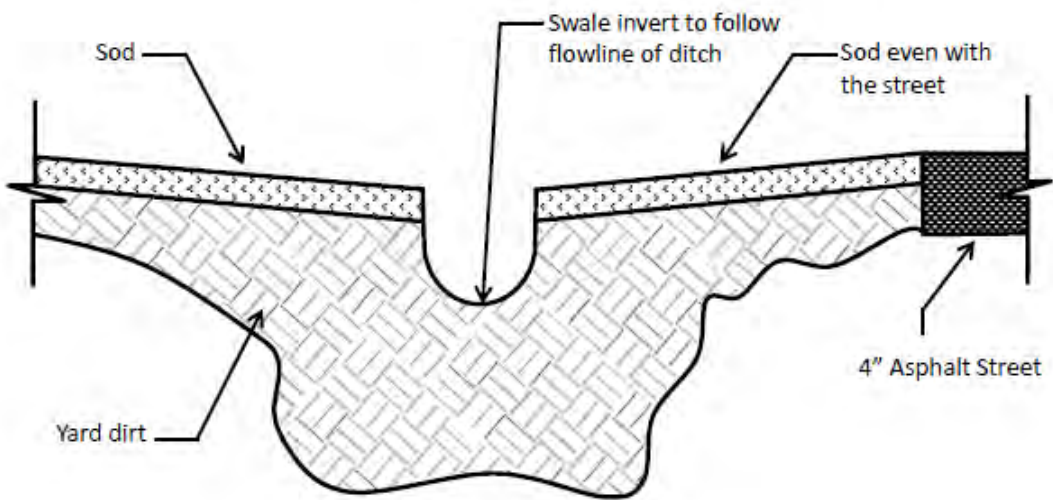
**DRIVEWAY TRENCH DRAIN DETAIL**

N.T.S.



**FRONT YARD SWALE DETAIL**

N.T.S.

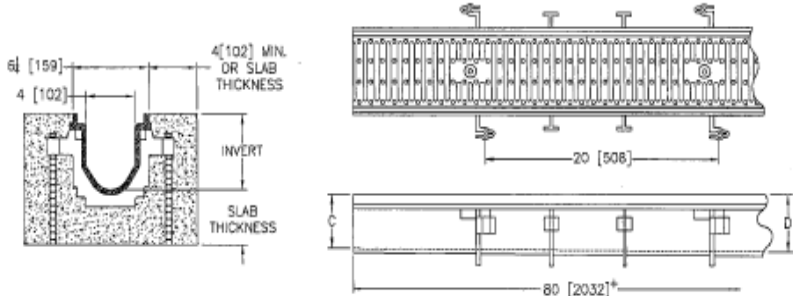




Z886  
6 [152] WIDE TRENCH DRAIN SYSTEM

SPECIFICATION SHEET  
TAG \_\_\_\_\_

Dimensional Data (inches and [ mm ]) are Subject to Manufacturing Tolerances and Change Without Notice



**ENGINEERING SPECIFICATION:** Zurn Z886 Channels shall be 80 [2032] long, 6 [152] wide and have a 4 [102] throat. Modular channel sections shall be made of High Density Polyethylene (HDPE), have interlocking ends, and a radiused bottom. Channel shall be provided either flat (neutral) or with a .75% built-in slope. Channels shall be available with inverts ranging from 3.5 to 12.5 [89 to 318]. Channels shall have clips molded into the sides of the channel to accommodate vertical re-bar for positioning and anchoring purposes. Choices of class A, B, C, D, E, and F grates shall be available with H-20 and/or FAA load ratings and/or ADA compliance with mechanical lockdown devices. End caps and catch basins shall be available to complement the channels and grates. End outlets, bottom outlets, and side outlets shall be available in 2 [51], 3 [76], 4 [102], and 6 [152] diameters.

**NOTE:** +Actual channel length is 81 1/4 [2064] to allow for overlap.

**PREFIXES**

\_\_\_ Z Structural Composite Channel w/ Dura-Coated Cast Iron Grate.\*

**SUFFIXES**

- \_\_\_ AWG Aluminum Wire Grate
- \_\_\_ BC Black Acid Resistant Coated Cast Iron Grate
- \_\_\_ BCD Bronze Circular Decorative Grate
- \_\_\_ BDD Bronze Diagonal Decorative Grate
- \_\_\_ BDE Black Acid Resistant Ductile Grate - Class E
- \_\_\_ BG Galvanized Ductile Iron Cast Bar Grate
- \_\_\_ BZ Decorative Bronze Grate
- \_\_\_ CSG Center Slot Grate
- \_\_\_ CWF White Acid Resistant Coated Top Frame
- \_\_\_ DB Bottom Dome Strainer
- \_\_\_ DBG Ductile Iron Cast Bar Grate
- \_\_\_ DC Ductile Iron Solid Cover
- \_\_\_ DCD Ductile Circular Decorative Grate
- \_\_\_ DDD Ductile Diagonal Decorative Grate
- \_\_\_ DGC Ductile Iron Slotted Grate - Class C
- \_\_\_ DGE Ductile Iron Slotted Grate - Class E
- \_\_\_ DOG Ductile Decorative Grate
- \_\_\_ DWV Ductile Wave Decorative Grate
- \_\_\_ E1 Closed End Cap
- \_\_\_ E2 2 [51] No-Hub End Outlet
- \_\_\_ E3 3 [76] No-Hub End Outlet
- \_\_\_ E4 4 [102] No-Hub End Outlet
- \_\_\_ E6 6 [152] No-Hub End Outlet
- \_\_\_ FG Galv. Steel Slotted Grate
- \_\_\_ FGF Ductile Iron Frame & Grate - Class F
- \_\_\_ FS Fabricated Stl. St. Slotted Grate
- \_\_\_ GC Galvanized Cast Iron Grate
- \_\_\_ GDC Galvanized Ductile Grate - Class C
- \_\_\_ GDE Galvanized Ductile Grate - Class E
- \_\_\_ GFG Galvanized Ductile Frame & Slotted Grate - Class F
- \_\_\_ GG Fiberglass Grate
- \_\_\_ GMG Galvanized Steel Mesh Grate
- \_\_\_ HD Extra Heavy-Duty Frame Assy. w/ Anchor Studs and Grate Lockdown Hardware
- \_\_\_ HDD Highway Ductile Domestic Grate - H20/H25
- \_\_\_ HDG Galv. Extra Heavy-Duty Frame Assy. w/Anchor Studs and Grate Lockdown Hardware
- \_\_\_ HDS S.S. Extra Heavy-Duty Frame Assy. w/ Anchor Studs and Grate Lockdown Hardware
- \_\_\_ HHS H-20/H-25 Heelproof Slotted Highway Grate
- \_\_\_ HPB Heel-Proof Slotted Grate
- \_\_\_ HPD Heel-Proof Ductile Grate
- \_\_\_ HPP Heel-Proof Polyethylene Grate
- \_\_\_ HPS Heel-Proof Stainless Steel Slotted Grate
- \_\_\_ HR Ductile Iron Non-Removable Grate Heel-Proof/Frame System - H20/H25

Trench No.	Shallow Invert (in.)	Shallow Invert (mm)	Deep Invert (in.)	Deep Invert (mm)	Flow Rate (cfs)	Flow Rate (gpm)	Flow Rate (lps)
8601	3.50	89	4.10	104	0.207	93	5
8602	4.10	104	4.70	119	0.272	122	8
8603	4.70	119	5.30	135	0.339	152	10
8603N	5.30	135	5.90	150			
8604	5.30	135	5.90	150	0.408	183	12
8605	5.90	150	6.50	165	0.477	214	14
8606	6.50	165	7.10	180	0.546	245	16
8606N	7.10	180	7.70	195			
8607	7.10	180	7.70	195	0.615	276	18
8608	7.70	195	8.30	211	0.686	308	19
8609	8.30	211	8.90	226	0.756	339	21
8610	8.90	226	9.50	241	0.827	371	23
8611	9.50	241	10.10	257	0.898	403	26
8612	10.10	257	10.70	272	0.969	435	28
8612N	10.70	272	11.30	287			
8613	10.70	272	11.30	287	1.041	467	30
8614	11.30	287	11.90	302	1.110	498	32
8615	11.90	302	12.50	318	1.181	530	34

- \_\_\_ JC Joint Connector
- \_\_\_ LD Ductile Iron Longitudinal Slotted Grate
- \_\_\_ PG Perforated Galv. Steel Grate
- \_\_\_ PS Perforated Stl. St. Grate
- \_\_\_ PPC Perforated Extra-Heavy-Duty Grate-Class C
- \_\_\_ RFG Reinforced Galv. Steel Slotted Grate
- \_\_\_ RFS Reinforced Stl. St. Slotted Grate
- \_\_\_ RFG Reinforced Perforated Galvanized Grate
- \_\_\_ RPS Reinforced Perforated Stainless Steel Grate
- \_\_\_ SBG Stainless Steel Bar Grate
- \_\_\_ SCD Stainless Steel Circular Decorative Grate
- \_\_\_ SDD Stainless Steel Diagonal Decorative Grate
- \_\_\_ SFG Stainless Steel Frame & Slotted Grate - Class F
- \_\_\_ SOG Stainless Steel Decorative Grate
- \_\_\_ SSGL Stainless Steel Grate Lockdown
- \_\_\_ SVF Type 304 Stl. St. Top Veneer Frame
- \_\_\_ SW 9 [229] High Sidewall Extension
- \_\_\_ SWG Stainless Steel Wire Grate
- \_\_\_ U2 2 [51] No-Hub Bottom Outlet
- \_\_\_ U3 3 [76] No-Hub Bottom Outlet
- \_\_\_ U4 4 [102] No-Hub Bottom Outlet
- \_\_\_ U6 6 [152] No-Hub Bottom Outlet
- \_\_\_ VP Vandal-Proof Center Lockdown
- \_\_\_ WC White Acid Resistant Coated Grate
- \_\_\_ WD White Acid-Resistant Coated Ductile Grate

REV. P    DATE: 6/29/09    C.N. NO. 120108  
DWG. NO. 60355    PRODUCT NO. Z886

\*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

ZURN INDUSTRIES, LLC ♦ SPECIFICATION DRAINAGE OPERATION ♦ 1631 Pittsburg Ave. ♦ Erie, PA 16514  
Phone: 814/455-0921 ♦ Fax: 814/454-7929 ♦ World Wide Web: www.zurn.com  
In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905/405-8272 Fax: 905/405-1292

**EXHIBIT E**

**RIVER CONSTRUCTION GUIDELINES  
AS PER SCENIC RIVER PERMIT #933**

**(ALLOWED BY LOUISIANA WILDLIFE AND FISHERIES)**



JOHN BEL EDWARDS  
GOVERNOR

State of Louisiana  
DEPARTMENT OF WILDLIFE AND FISHERIES

CHARLES J. MELANCON  
SECRETARY

**Louisiana Natural & Scenic River System  
SCENIC RIVER PERMIT #933**

Issue/Effective Date: March 31, 2016

Scenic River: Flower Bayou and Tchefuncte River

Recipient: All State Financial Co.  
c/o Biological Surveys, Inc.  
Attn: Thomas K. Brown  
P. O. Box 94  
Covington, LA 70434

Description: Construction of a 164 Lot Residential Subdivision

This permit is issued under authority of Part II of Chapter 8, Title 56 of the LRS of 1950 as amended and re-enacted regarding the Louisiana Natural & Scenic Rivers System and the administrative procedures pertaining to the management of watercourses designated as Scenic Rivers.

The permit is issued by the Administrator with the understanding that the permit holder, in implementation of the project, will proceed in compliance with the general and special conditions contained herein. The permit holder is expected to minimize adverse impacts to the structural and functional integrity of the natural systems and aesthetics associated with the Scenic River where the activity is occurring so as to preserve the fundamental character and purpose for which the System was established.

The Administrator assumes no responsibility and incurs no liability for injury or damage to persons or property caused by any act or omission of the permit holder or his agent in the permission granted by this permit. In addition to the Department of Wildlife & Fisheries, the application was given a full and thorough evaluation by the Louisiana Departments of Agriculture & Forestry; Culture, Recreation & Tourism; Environmental Quality; and the Office of State Planning and Budget. If during the review process objections were made to the proposed activity, those objections were either found to be insignificant or they have been included in the conditions of the permit.

This permit shall expire if the permitted activity has not begun within 18 months of the "Effective Date" indicated above. **Please be advised that a copy of this permit will be filed in the property records of St. Tammany Parish.**



SRP# 933

Page -2-

The Permittee shall adhere to and comply with the following permit conditions:

General Conditions:

- 1) Adequate erosion/sediment control measures are to be taken during the implementation of this project to insure that no sediments or other construction/activity related debris are allowed to enter Flower Bayou and the Tchefuncte River. Individual lots shall remain vegetated/ forested until or just prior (within 30 days) to commencement of residence construction.
- 2) Permittee will acquire all other federal, state, local, and municipal permits and permissions required for the permitted activity prior to commencement of work. Permittee has title to the property or permission from the landowner to implement the project.
- 3) If during project activity, any sensitive archaeological, biological or botanical element is encountered, activity will temporarily cease and the permit holder will contact the Administrator to determine the disposition of that element or artifact.
- 4) This project must be carried out in a manner consistent with the design that the applicant submitted during the permit process and as depicted in the attached "final plats" (dated April 30, 2015). Should significant physical modification to the project become necessary during implementation of the project or after its completion, the permit holder will submit a letter of explanation within one week of discovery to the Administrator to determine if another permit application will be required.
- 5) Any authorization issued under the authority of this permit may not be transferred to another party without prior notice to the Scenic Rivers Program Coordinator.
- 6) The permittee shall allow representatives of LDWF to make periodic inspections to ensure the activity is in accordance with the conditions of this permit.

Special Conditions:

- 1) The permittee shall post a copy of this Scenic Rivers Permit in a conspicuous location at the site of the activity authorized by this permit during all phases of construction.
- 2) The permittee shall ensure that all contractors, subcontractors, and workers are made fully aware of the limits of the work authorized by this permit and adhere to and comply with all conditions listed in this Scenic Rivers Permit. Non-compliance with permit terms and conditions may result in permit suspension or revocation, and all other remedies allowed by law.
- 3) This permit does not authorize any activities or structures within 100 feet of the Flower Bayou mean low water mark ("MLW") or within 100 feet of the MLW of the Tchefuncte River. Any proposed activity within 100 feet of either stream's MLW will require a separate Scenic Rivers Permit from LDWF.
- 4) The permittee shall provide all individual lot owners a copy of this Scenic Rivers Permit.



SRP# 933

Page -3-

- 5) The following conditions are applicable to the specific Scenic Stream referenced below. The survey plats, lot restrictions, lot setbacks and subdivision covenants shall be modified as appropriate to incorporate the following special conditions:

Flower Bayou:

- a) There shall be no structures, except for elevated walkways and small (i.e., less than 125 square feet) boat docks, constructed within 100' feet of the mean low water mark. If an individual lot owner wishes to construct one of the aforementioned permissible structures, authorization is required through a separate Scenic Rivers permit application.
- b) A 100 foot wide forested buffer shall be maintained between the development and Flower Bayou. Individual lot owners shall not clear any native vegetation greater than 6" DBH (diameter at breast height) within 100 feet of the mean low water mark.

Tchefuncte River:

- a) There shall be no structures, except for elevated walkways, small to moderately sized (i.e., less than 800 square feet) boat houses, and boat docks constructed within 50' feet of the mean low water mark. If an individual lot owner wishes to construct one of the aforementioned permissible structures, authorization is required through a separate Scenic Rivers permit application.
- b) A 35 foot wide forested buffer shall be maintained between the development and the Tchefuncte River. Individual lot owners shall not clear any native vegetation greater than 6" DBH (diameter at breast height) within 35 feet of the mean low water mark.

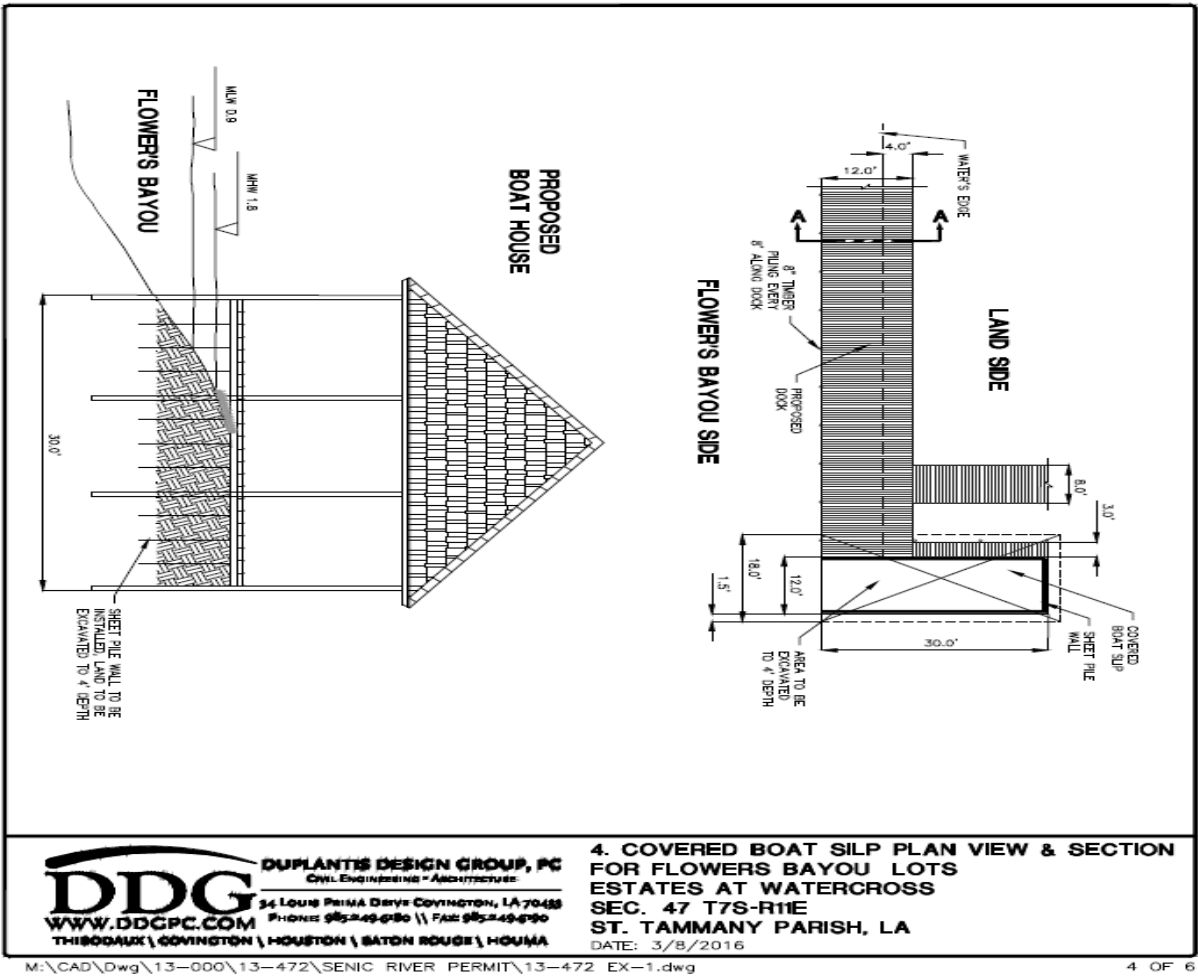
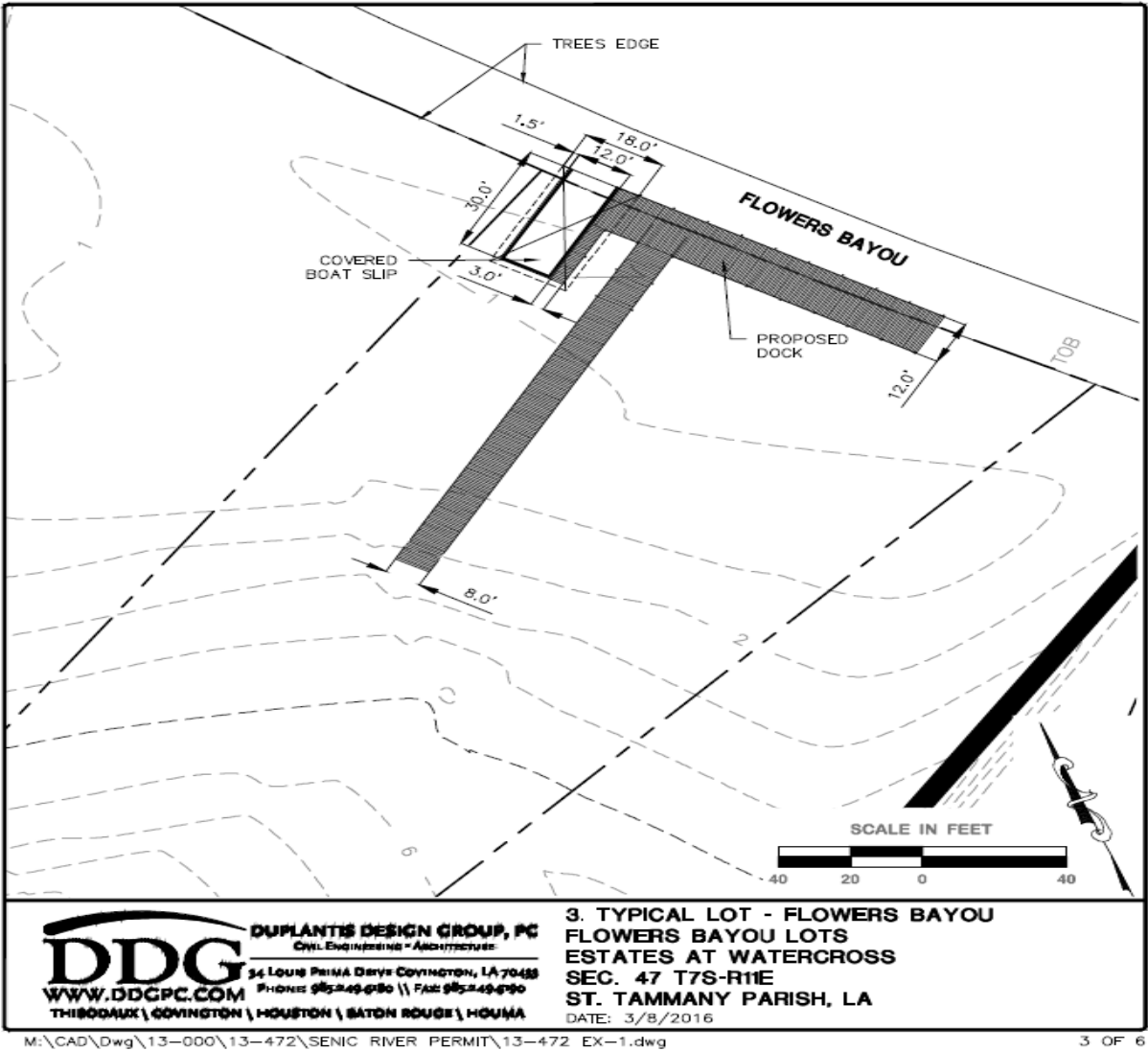
If you need additional information, please contact Mr. Chris Davis, Scenic Rivers Coordinator, in the Baton Rouge Office at (225) 765-2642.

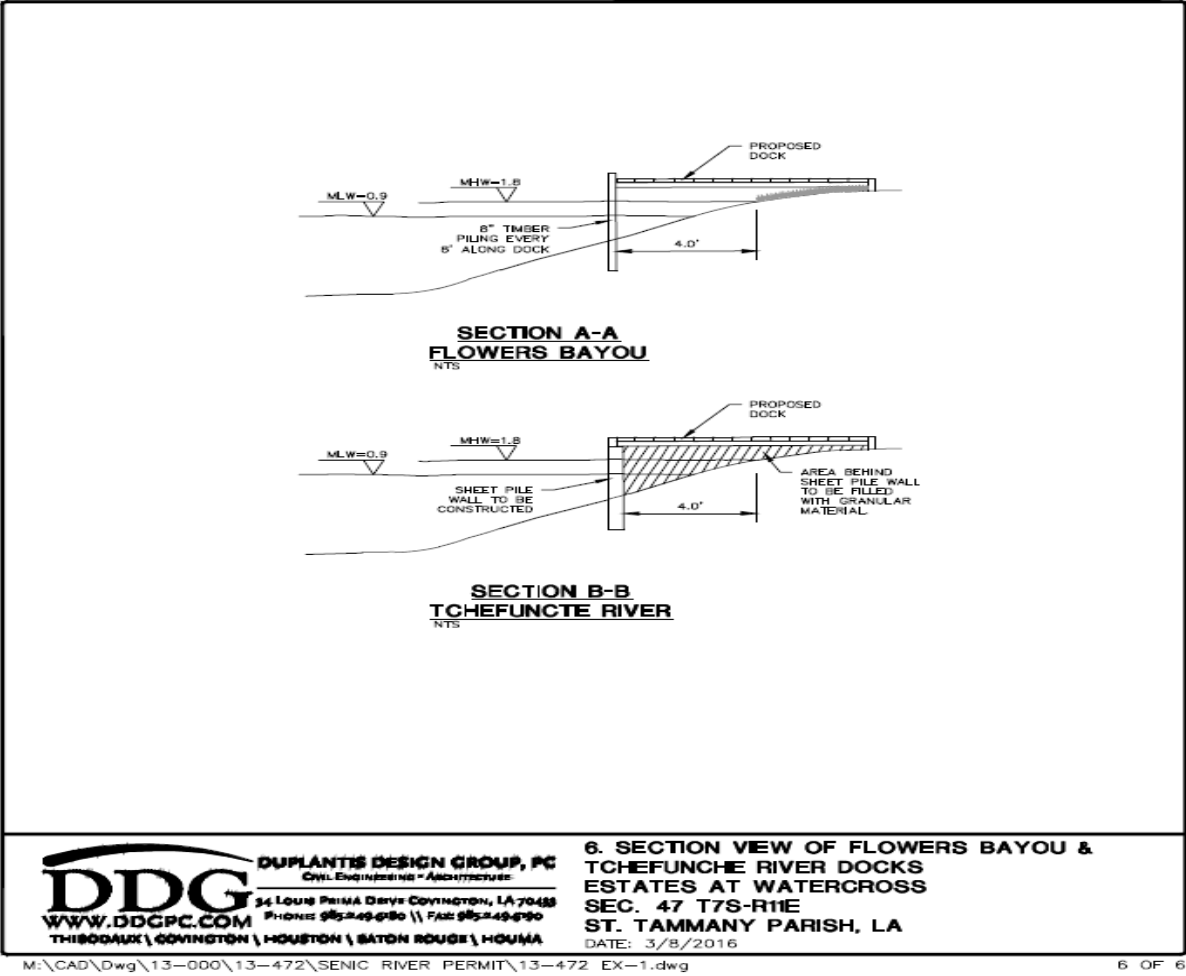
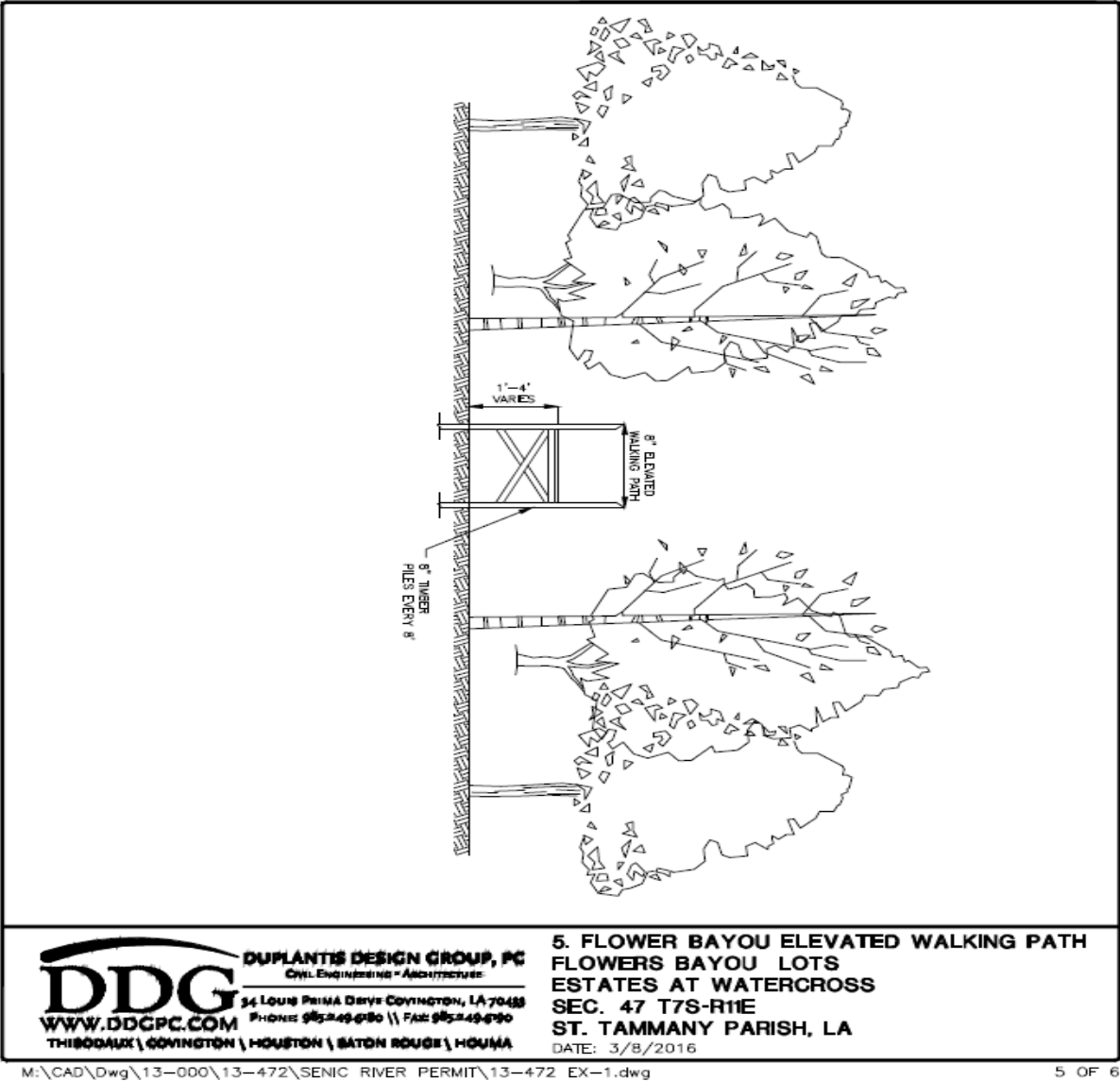


Charlie Melancon  
Administrator

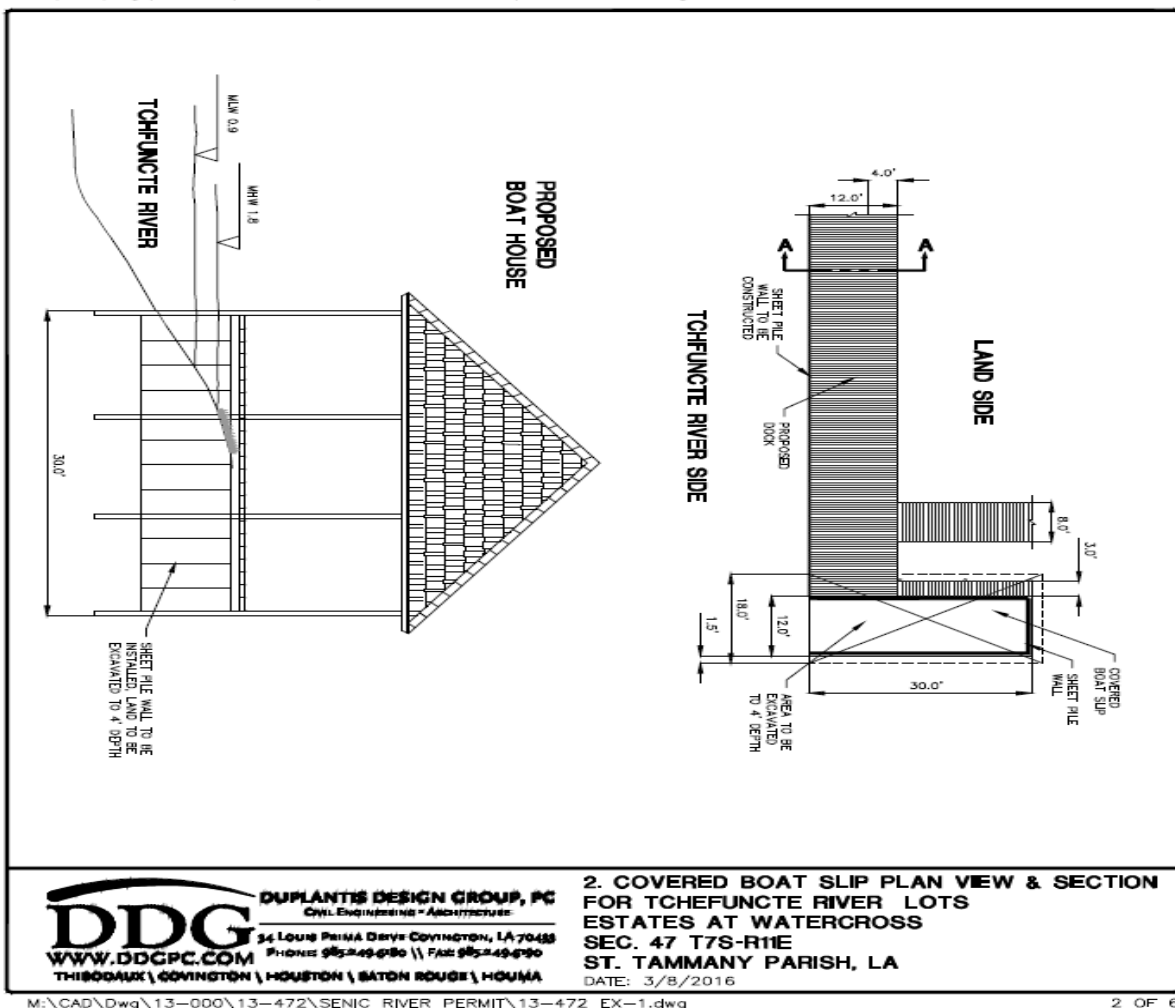
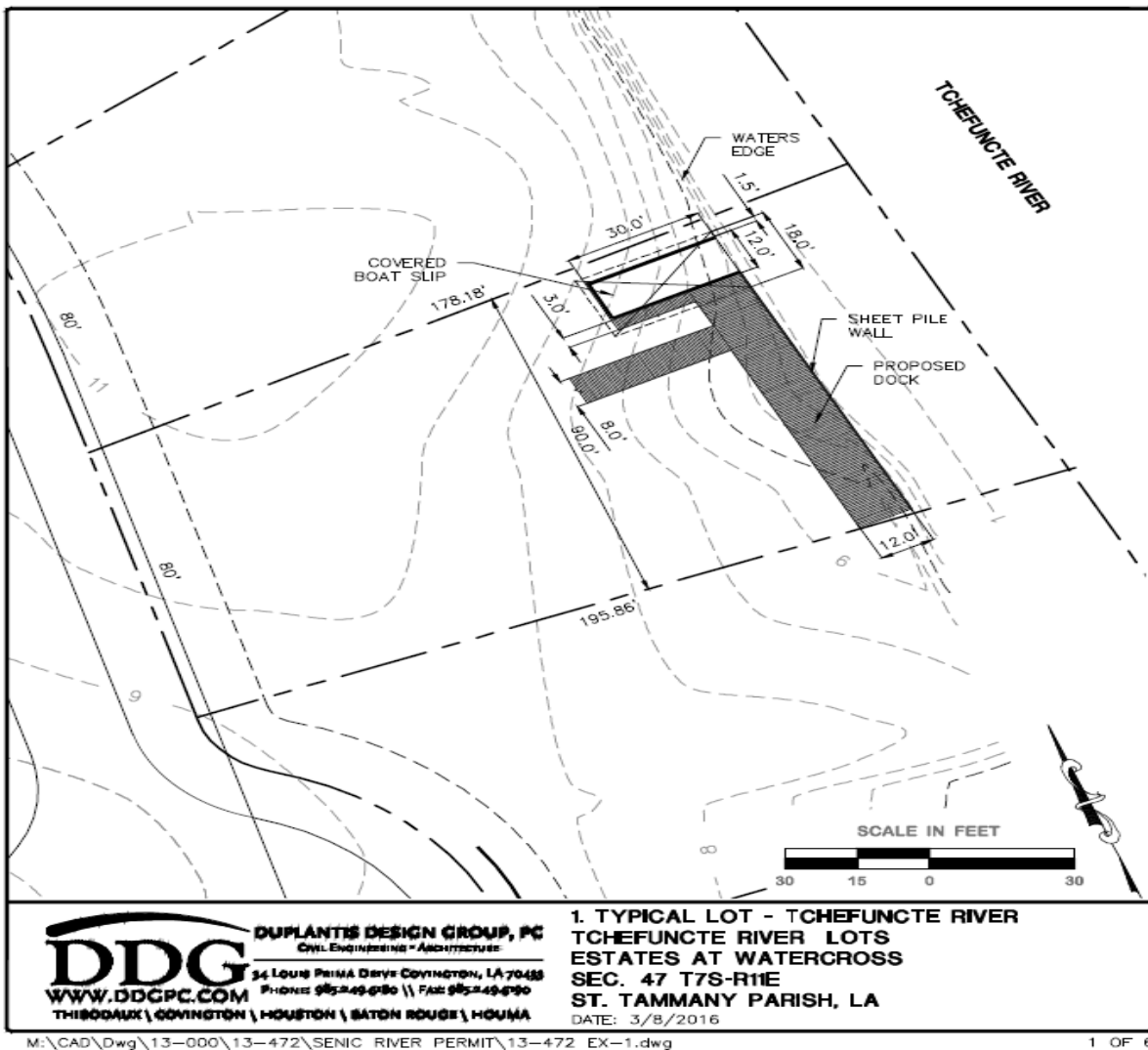
EXHIBIT F

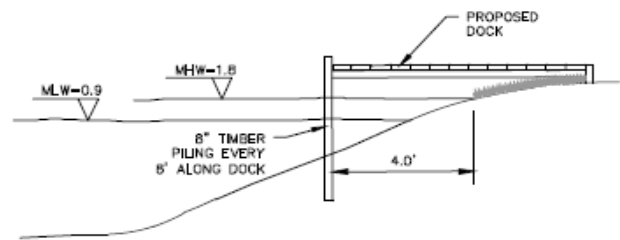
BAYOU LOT CONSTRUCTION PLANS



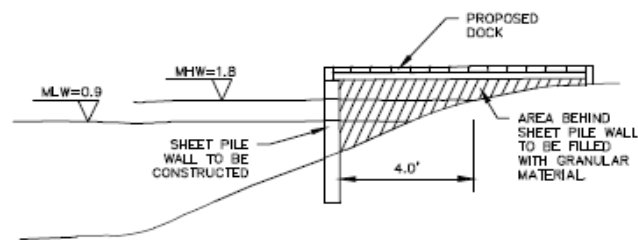


## RIVER LOT CONSTRUCTION PLANS





**SECTION A-A**  
**FLOWERS BAYOU**  
NTS



**SECTION B-B**  
**TCHEFUNCTE RIVER**  
NTS

**DDG**  
DUPLANTIS DESIGN GROUP, PC  
CIVIL ENGINEERING - ARCHITECTURE  
34 LOUIS PRIMA DRIVE COVINGTON, LA 70433  
WWW.DDGPC.COM PHONE 985.249.6180 || FAX 985.249.6190  
THIBODAUX | COVINGTON | HOUSTON | BATON ROUGE | HOUMA

6. SECTION VIEW OF FLOWERS BAYOU &  
TCHEFUNCTE RIVER DOCKS  
ESTATES AT WATERCROSS  
SEC. 47 T7S-R11E  
ST. TAMMANY PARISH, LA  
DATE: 3/8/2016