

**Huntwyck Village Homeowners Association Resolution # 2016-001**

**WHEREAS**, it is incumbent upon all Members of the Association to comply with the provisions of the Associations Declaration of Covenants, Conditions, and Restrictions for Huntwyck Village dated 07/24/1980, recorded as COB 980, folio 179, in the official records of St. Tammany Parish, Louisiana, and any additions, supplements, or Acts of Correction thereto, and

**WHEREAS**, it is the responsibility of the Board of Directors for the Huntwyck Village Homeowners Association to monitor and enforce said provisions of the Associations Declaration of Covenants, Conditions, and Restrictions in a timely and equitable manner, and

**WHEREAS**, there is a need to establish in writing policy and procedures for continued violations of said provisions of the Associations Declaration of Covenants, Conditions, and Restrictions, and

**WHEREAS**, there is also a need to establish and levy reasonable fines for continued violations of said provisions of the Associations Declaration of Covenants, Conditions and Restrictions.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors will enact the following policy and procedures:

On at least a bi-monthly basis, all properties located within the confines of the Association will be inspected for Deed Restrictions Violations.

In any instance wherein a Deed Restriction Violation is noted, the Owner of the property will be notified of the violation by First-Class U.S. Mail, and given fourteen (14) days to resolve the situation.

A photo of the violation will be taken, and a First Notice will be sent to the Owner by First Class Mail.

In the event that a violation is neither corrected during the first fourteen (14) days allotted or corrected and subsequently reoccurs again during the same calendar year:

A photo of the violation will be taken, and a Second Notice will be sent to the Owner by Certified U.S. Mail, Return Receipt Requested, wherein the Owner will be given seven (7) additional days to resolve the situation, and the cost for each Certified U.S. Mail, Return Receipt Requested will be duly levied against the Owner's financial account.

The Owner's right to vote, and/or use any of the facilities provided for by the Association will be suspended, and said suspension will automatically extend to any and all Members of the Owner's family as well.

The Owner will be fined \$25.00 per violation, and the fine will be duly levied against the Owner's financial account.

In the event that the violation is not corrected within the additional seven (7) days allotted or corrected and subsequently reoccurs again during the same calendar year:

A photo of the violation will be taken, and a Third and Final Notice will be sent to the Owner by Certified U.S. Mail, Return Receipt Requested, wherein the Owner will be given an additional seven (7) days to resolve the situation, and the cost for each Certified U.S. Mail, Return Receipt Requested will be duly levied against the Owner's financial account.

The Owner's right to vote, and/or use any of the facilities provided for by the Association will continue to be suspended, and said suspension will continue to automatically extend to any and all Members of the Owner's family as well.

The Owner will be fined an additional \$50.00 per violation, and the fine will be duly levied against the Owner's financial account.

In the event that the violation is still not corrected within the final seven (7) days allotted or corrected and subsequently reoccurs again during the same calendar year::

The Owner will be referred to the Associations Attorney for legal action.

The Owner's right to vote, and/or use any of the facilities provided for by the Association will continue to be suspended, and said suspension will continue to automatically extend to any Members of the Owner's family as well.

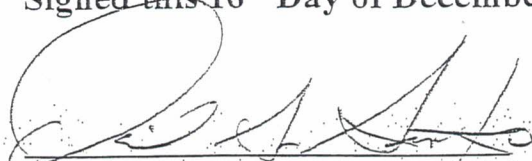
In any instance wherein the Owner of the property disagrees that he/she is in violation of a Deed Restriction, and wishes to contest the matter in writing, and within seventy-two (72) hours after any such notification has been sent, a Hearing will be scheduled with either the Deed Restriction Officer, or the President, and

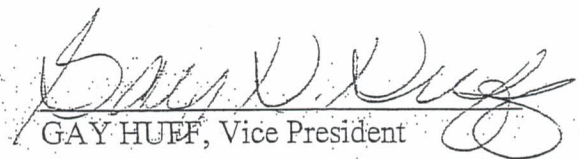
conducted within two (2) weeks if possible. Upon completion of said Hearing, the decision of either the Deed Restriction Officer, or the President, is final, and where either rules that a violation has occurred, the Owner's seven (7) or fourteen (14) day grace period to correct the violation shall continue to be counted from the date of the original notification.

**ADOPTED** by the Huntwyck Village Homeowners Association Board of Directors on December 16, 2015, and to become effective January 1, 2016. This resolution supersedes Resolution #2013-001.

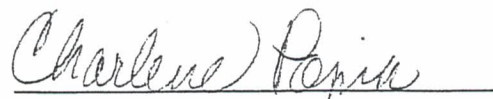
**AND THEREFORE**, this Huntwyck Village Homeowners Association Resolution # 2016-001 becomes a part of the Bylaws of the Huntwyck Village Homeowners Association as Amended May 2013, Article X, Section 5.

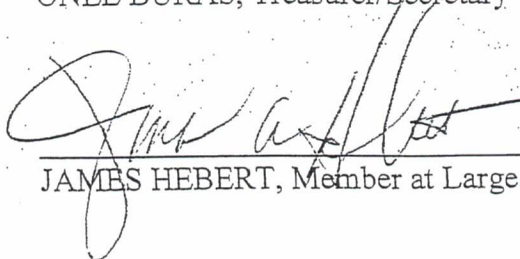
Signed this 16<sup>th</sup> Day of December 2015.

  
\_\_\_\_\_  
DAVID SIMKO, President

  
\_\_\_\_\_  
GAY HUFF, Vice President

  
\_\_\_\_\_  
ONEE BURAS, Treasurer/Secretary

  
\_\_\_\_\_  
CHARLENE POPIK,  
Deed Restriction Officer

  
\_\_\_\_\_  
JAMES HEBERT, Member at Large

**Resolution #2016-002**

WHEREAS, it is the duty and responsibility of the Associations Board of Director's to manage the affairs of the Association in a professional and business-like manner, and in a manner that is both timely, exercises sound judgement, employs common sense, is free of self-interest, and is most advantageous to its Member's, and

WHEREAS, it is incumbent upon all Members of the Association to fully comply with the provisions of the Associations Declaration of Covenants, Conditions, and Restrictions dated 07/24/1980, and recorded as COB 980, folio 179, in the official records of St. Tammany Parish, Louisiana, and any duly enacted additions, supplements, or Acts of Correction thereto, and

WHEREAS, it is the duty and responsibility of the Associations Board of Directors to both monitor and enforce said provisions of the Associations Declaration of Covenants, Conditions, and Restrictions in a timely and equitable manner, and where changes are necessary to either further define, clarify, add to, remove from, or issue variances that are in the best interests of all Members of the Association, to place them before the Members for the Members to vote on.

WHEREAS, and after three (3) such attempts to amend the Declaration of Covenants, Conditions, and Restrictions have been placed before the Members of the Association to vote on over the years, most recently in 2015, all of which have failed by what can only be referred to as either voter intimidation over the process and in-depth legal language involved, voter apathy, or both, it is time for the Board of Directors to act, and to act in a manner that first and foremost eliminates those restrictions that no longer serve in the best interests of our Members, nor should exist in a well-established Association such as ours, and to act in a manner that either more clearly states or further defines exactly what each of our restriction are, and or clearly states where variances will be permitted. Moreover, any such action to be taken by the Board of Directors should also eliminate any perception of selective enforcement.

WHEREAS, and towards that end, what follows is both a restatement of Article III of our Declaration of Covenants, Conditions, and Restrictions, both absent those restrictions that the Board of Directors has decided after much discussions and debate do not in fact serve in the best interests of our Members, nor belong in a well-established Association such as ours whose Members both take pride in their homes and attendant lots, and are likewise concerned with their property values, and thus do not want their property values to suffer do to the negligence of others; and where necessary, certain original restrictions are either more clearly defined, and or where deemed appropriate, variances are both permitted, and also clearly defined.

WHEREAS, The existence, validity, or extent of either a restriction or variance contained herein shall be liberally construed to give effect to its original purpose and intent as contained within the current Declaration of Covenants, Conditions and Restrictions dated 07/24/1980.

WHEREAS, this Resolution shall remain in effect until either amended or rescinded by the Board of Director's.

### Article III Restrictions

#### **Section 1. Land Use and Building Types.**

##### **Currently reads:**

All lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwelling not to exceed two and one half (2-1/2) stories in height, with overall height limitation of thirty-five (35) feet.

##### **Will be interpreted and enforced as follows:**

As the area encompassing the Association is Zoned A-4 Single Family Residential, and wherein all portions of all lots will be used for that express purpose; and in conjunction with the St. Tammany Unified Development Code, permitted activities upon said lots are limited to those attendant to single family residential dwellings. Accordingly, no building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwelling not to exceed two and one half (2-1/2) stories in height, with an overall height limitation of thirty-five (35) feet. Additionally, any commercial uses of the property, to include storage for any contractor or developer, other than home office's, and only wherein such use does not create regular customer or employee traffic, are hereby prohibited, as are any other uses that are incapable of existing in harmony with the other residential properties Zoned A-4 single family residential. Furthermore, no Accessory Buildings, except those specifically permitted, and subsequently referred to in Section's 3 and 4 to follow, will be either erected, altered, placed on, or be permitted to remain on, any portion of any lot that exceeds two and one half feet (2 1/2') in height in the front or side portions of each lot, or exceed an overall height limitation of twenty-five feet (25') in the rear portion of each lot. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

#### **Section 2. Dwelling Cost, Quality, Land Size.**

##### **Currently reads:**

No dwelling shall be permitted on any lot which cost less than \$20,000.00 DOLLARS based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwelling shall be of a quality or workmanship and materials substantially the same or better than which can be produced at the minimum cost stated herein for the minimum permitted dwelling size on the date these covenants are recorded. The ground floor area of the main structure shall not be less than 800 square of slab area for a for a dwelling main structure shall not be less than 800 feet of slab area for a dwelling of more than one story exclusive of open porches and garages.

**Will be interpreted and enforced as follows:**

No dwelling shall be permitted on any lot which costs less than \$100,000.00 DOLLARS to construct based upon the cost levels prevailing on the date the Board of Director's agrees to and enacts this particular Variance to the original Declaration of Covenants, Conditions, and Restrictions, it being the intent and purpose of the original Covenants, and the Variance contained herein, to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced at the minimum cost stated herein for the minimum permitted dwelling size.

Furthermore, the ground floor area of the main structure of more than 1 story will not be less than 800 square feet of slab area, exclusive of open porches and garages. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

**Section 3. Building Location.**

**Currently reads:**

No dwelling shall be located nearer that twenty-five (25') feet to the front lot line, five (5') feet to a side lot, with the rear lot line being twenty percent (20%) of the depth of the lot, provided that the rear lot line be not less than fifteen (15') feet and need not exceed twenty-five (25') feet. No accessory building shall be located on any lot nearer than five (5') feet to any interior lot line except that a porte-cochere, carport, or canopy, which canopy is attached to a porte-cochere, or carport, and has no other support may project into a required side yard provided every part of the projection of such porte-cochere or carport is removed at least three (3') feet from the nearest lot line and does not extend more than twenty-five (25') feet in length or nearer than thirteen (13') feet in height. No building shall be located on any corner lot nearer that five (5') feet to the side street line. For the purpose of this covenant eaves, steps and porches shall not be considered a part of the principal dwelling.

**Will be interpreted and enforced as follows:**

Building Location, Accessory Buildings, or other Structures. No dwelling, Accessory Buildings, or other Structures, further defined herein as a shed, a detached garage or workshop, a gazebo, a pergola, a raised deck; or any other raised structures such as planters, garden beds, or similar structures; shall be constructed, erected, or placed upon any portion of any lot located nearer than twenty-five feet (25') to the front lot line, five feet (5') to a side lot line, and ten feet (10') to a rear lot line, except that a porte-cochere, carport, or canopy, which canopy is attached to a porte-cochere, or carport, and has no other support, may project into a side yard provided that every part of the projection is located no less than three feet (3') to a side lot line. For the purpose of this restriction, eaves, steps, and porches shall continue to not be considered as part of any principal dwelling. Additionally, no Dwelling, Building, Accessory Building, or any other Structure shall be located on any corner lot nearer than five (5') feet to either street. Note - although porte-cocheres, carports, and or canopy's may project into a side yard provided that every part of the porte-cocheres, carports, or canopy is less than three feet (3') feet to a side lot line, Lot Owners are herein reminded that they are not permitted to hold either the Declarant, the Association, nor any Utility Company or other Companies conducting Parish or Subdivision -wide repairs or improvements liable for any damage to said porte-cocheres, carports, canopies, Accessory

Buildings, or any other similar structures or personal possessions such as trees, shrubs, flowers, gardens, pools, planters, decks, concrete slabs etc., erected or placed on or near any and all Public-Use easements as further described in Article II of the original Declaration of Covenants, Conditions, and Restrictions. Moreover, no porte-cocheres, carports, canopy's, or Accessory Buildings or other Structures as further defined above, or any other raised and or elevated structures such as planters or garden beds, or other similar structures, will be either constructed, or placed on any portion of any lot, without the express written permission of the Architectural Control Committee. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any person or persons attempting to violate the terms or intent of this restriction.

#### **Section 4. Lot Area and Width.**

##### **Currently reads:**

No dwelling shall be erected on any lot having a width less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet. Will be interpreted and enforced as follows: No Dwelling, Accessory Building, or other Structures similar in nature, and as further defined in Section 3, will be erected on any lot having a width of less than sixty feet (60') at the minimum building setback line, nor will any Dwelling, Accessory Building, or other Structures similar in nature be erected or placed on any lot having an area of less than seventy-two hundred square feet (7200'). It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any person or persons attempting to violate the terms or intent of this restriction.

##### **Will be interpreted and enforced as follows:**

No Dwelling Accessory Building, or other Structures similar in nature, and as further defined in Section 3, will be erected on any lot having a width of less than sixty (60') at the minimum building setback line, nor will and Dwelling, Accessory Building, or other Structures similar in nature be erected or placed on any lot having an area of less than seventy-two hundred square feet (7200'). It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any person or persons attempting to violate the terms or intent of this restriction.

#### **Section 5. Nuisances.**

##### **Currently reads:**

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

##### **Will be interpreted and enforced as follows:**

No noxious, nuisance, or offensive activities, or any other activity or other form of behavior, which are incapable of existing in harmony with residential areas Zoned A-4 single family residential, will be permitted to be carried out upon any portion of any lot within the confines of the Association. Moreover, where such reprehensible activities or behavior are noted, it shall be lawful for the



Association, or any other lot owner, to prosecute at law or in equity, the person or persons violating, or attempting to violate the terms or intent of this restriction. Furthermore, the Association, and all lot owners in particular, have the explicit right to report certain offensive activities and or behavior, to include the accumulation of junk, trash, and or debris; rear or side yards that are not being properly attended to, and thus are, or could become a harborage for vermin, to either the St. Tammany Parish Sheriff's Office, or the St. Tammany Parish Code Enforcement Division.

## **Section 6. Temporary Structures.**

### **Currently reads:**

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or out buildings shall be used on any lot at any time as a residence, either temporary or permanently, provided, however, that the Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and construction other improvements upon the properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, portable toilet facilities.

### **Will be interpreted and enforced as follows:**

Absent a natural disaster, similar in scale and scope to a severe wind or flooding event wherein either the State of Louisiana, or St. Tammany Parish issues a decree wherein temporary structures such as trailer homes are permitted for a certain period of time, no other temporary structure such as a trailer, a camper, a mobile home or a recreational vehicle, a tent, a shack or lean-to, a garage, a barn, an accessory building, a tree house or a fort, or any other vehicle, or similar items or structures similar in nature and or character, will be permitted to be used, on any portion of any lot, at any time, as a residence, either temporarily, or permanently. However, the Declarant, and by extension the Association, or any Utility Companies or any other Companies performing Parish or Subdivision-wide repairs or improvements on or within the confines of all lots or public-use easements, are herein permitted to park or to erect, or to place and properly maintain, any and all temporary structures such as offices, workshops, or other portable facilities, used exclusively in or by the Association, or said Companies. Moreover, the Declarant, and by extension the Association, and or any and all Utility Companies or other Companies performing Parish or Subdivision-wide repairs or improvements on or within the confines of all lots or public-use easements, are also permitted to park and thus use and maintain, any and all trailers used exclusively in or by certain trades such as general contracting, construction, plumbing, electrical, roofing, remodeling, etc., without regard as to whether the trailer is a portable workshop, or a material or equipment type trailer, and wherein its purpose for being on a job site, or lot, is either a convenience, or a necessity, to the type work being conducted, and for the term of the project. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any person or persons attempting to violate the terms or intent of this restriction.

## **Section 7. Signs.**

### **Currently reads:**

No signs of any kind shall be displayed to the public view on any lot except a professional sign of not more than five (5) square foot in area advertising the property for sale or rent, or signs used by a builder or his realtor to advertise the property during the construction and sales period.

### **Will be interpreted and enforced as follow:**

No signs of an offensive, sexual, racial, or otherwise distasteful nature, and which do not belong in residential areas where minors reside, will be permitted to be displayed to the public view, on any part of any lot. Moreover, and as the original construction and sales period has long since passed, all other professionally made signs, whether made by and for Alarm Companies, Construction or Remodeling Firms, Roofing or Lawn Service Companies, etc., and any and all likewise professional made signs supporting our Veterans, or demonstrating a lot owners support of a School, a Sport, a Union, a Trade, etc., which therein do not exceed three square feet (3') in area, are permitted to be displayed to the public view, provided that said signs are displayed only in the area to the immediate front of the home normally reserved for flower beds or small shrubs (within a five foot (5') radius of the home), and where such said signs are properly maintained. It shall be lawful for the Association, or any Lot Owner, to prosecute at law, or in equity, any other Lot Owner, or any other person or persons attempting to violate the terms or intent of this restriction.

## **Section 8. Oil and Mining Operations.**

### **Currently reads:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil-wells, tanks, mineral excavations or shafts be permitted upon any lot. No derrick, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

### **Will be interpreted and enforced as follows:**

Oil, Natural Gas, Salt, and or Precious Metal or Water Operations. No oil drilling; no oil developmental operations; oil refining; quarrying, excavations, boring, construction of shafts or other recovery related efforts, related in any way to or towards the recovery of any natural resource, to include oil, natural gas, salt, water or precious metals, nor any current or future mining or recovery efforts or operations of any such kind to include fracking, will be permitted upon any portion of any lot. Thus, no temporary or permanent structures or Accessory Buildings related thereunto will be permitted to be housed or erected on any portion of any lot, nor will any tanks or other conveyances to temporarily or permanently hold and liquid, solid, or gaseous material or resource, be permitted on any portion of any lot, nor will any equipment, material, or temporary structures attendant to such mineral or other natural resource recovery be permitted either. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

## **Section 9. Livestock and Poultry.**

### **Currently Reads:**

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or household pets may be kept thereon provided that they are not kept, bred, or maintained for any commercial purposes. No more than two of each type of pet will be permitted on each lot. If common household pets are kept, they must be restrained and confined to the back yard within property lines or within the house. When away from Lot, pet must be on a leash at all times.

### **Will be interpreted and enforced as follows:**

Livestock, Pets, Poultry, and other Animals. No animal, whether wild or domesticated; no livestock, or poultry or fowl, bees, or any kind of animals will be raised, bred, temporarily housed, or kept on any portion of any lot, whether behind privacy fences, or kept inside a residential dwelling, except those most commonly referred to as household pets, provided such household pets are limited to two (2) per type (dog, cat, etc.), and are neither kept, bred, or otherwise maintained for any commercial, sport, or other financial endeavor. No kennels, or enclosures of a similar nature normally associated with breeding, or temporarily housing for a fee, will be permitted on any portion of any lot, and where household pets are so permitted, they will either be confined to the portion of each lot owners property that is fenced and gated, or they will otherwise be confined to the inside of the residential dwelling or garage. While away from a lot owner's lot, they must be leashed, or otherwise restrained at all times; any fecal matter deposited by said pets away from a lot owner's lot, must be promptly removed, and should an attack or any other similar in nature type of incident occur, it shall be lawful for the Association, or any lot owner, to either report incidents of this sort to the proper authorities (St. Tammany Parish Animal Control and or Code Enforcement), or to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

## **Section 10. Garbage and Refuse Disposal.**

### **Currently reads:**

No lot shall be used or maintained as a dumping ground for rubbish, garbage, or other waste. Garbage or waste shall not be kept on any lot except in sanitary containers.

**Will be interpreted and enforced as follows:**

Garbage, Refuse, and or Hazardous Materials. No portion of any lot will be used as either the dumping ground, or temporary storage of garbage, scrap metal, refuse, rubbish, debris, or hazardous material, which is further defined herein as the improper storage or disposal of propane tanks, latex or oil based paint, paint remover or thinner, contaminated or used gasoline, or other used or contaminated petroleum products therein to related such as lubricants, engine or gear oil, transmission fluid, brake fluid, hydraulic fluid, anti-freeze, etc. Furthermore, all household garbage or rubbish will be placed in either the appropriate container provided by the Garbage Company that services the lot, or in similar containers, with similar lids, that can be procured elsewhere, and are thus both a deterrent to foraging animals or stray household pets, and provide for a reasonable expectation that said lot owners trash or debris will not end up on another lot owner's property, in the street, or in the storm drains. It will lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or person or persons attempting to violate the terms or intent of this restriction, and furthermore, lot owners are also encouraged to contact the St. Tammany Parish Code Enforcement Division whenever violations of this sort are noted.

**Section 11. Walls, Fences, and Hedges.**

**Currently reads:**

No hedge in excess of three (3) feet in height, walls or fences shall be erected or maintained nearer to the front Lot line than the walls of the dwelling on such lot. No side or rear fence, wall, or hedge shall be more than eight feet (8) high. All fences must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the Architectural Control Committee before installation.

**Will be interpreted and enforced as follows:**

Walls, Fences, Gates, Hedges, and Shrubbery. The Declarant, either by and through the original Developer, Contractor(s), or original purchaser of each said Lot within the confines of the Association, either directly or indirectly, caused each Lot to be properly enclosed through the erection of all original wooden fences and gates, as well as also ensuring that the same quality or workmanship and material were used in said construction and erection. Thus, it follows logically then that either all original lot owners still owning homes within the confines of the Association, or all subsequent purchasers of any lot within the Association, must therefore continue to ensure that their lots are properly enclosed, and properly enclosed to at least the same standard of workmanship and material that were original to each Lot, or better in conjunction with new product development, such as composite rather than wood, which last much longer, and is easier to maintain. And thus, where a lot owner desires to replace wood with either composite or metal, and with the exception of chain-link or cyclone type material, such will be permitted, so long as the composite or metal fence, and or gate, blends in harmoniously with the other residential dwellings, and no portion of any fence or gate will exceed either eight feet (8') in height, or extend towards the front Lot line farther than the walls of the dwelling With respect to hedges or shrubbery, neither will exceed either three feet (3') in height untrimmed and thus not attended to, nor eight feet (8') in height trimmed and thus attended to, nor will any hedges, shrubbery, or any other plants be permitted to be planted, and or cultivated on any portion of any Lot which would then block or

impedes a driver's vision or line of sight with regard to intersections, entrances and exits to driveways, or individuals, most notably young children, either using or playing on or near sidewalks. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or person or persons attempting to violate the terms or intent of this restriction.

## **Section 12. Lot Maintenance.**

### **Currently reads:**

Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event an owner fails to discharge this obligation, HUNTWYCK VILLAGE HOMEOWNERS ASSOCIATION, in its discretion, can cause the lot to be mowed, and the owner of such lot shall be obligated to pay the cost of the mowing.

### **Will be interpreted and enforced as follows:**

All Lot Owners will keep all portions of their respective Lots maintained (mowed and trimmed) so as to harmoniously blend in with the other Lot Owners that encompass the Association, and as fitting in a residential area whose owners desire to reside in an area where their individual property values are not adversely effected by their neighbors. Where necessary, and after a Lot Owner has been duly notified by the Association in the Form of a Third Deed Restriction Violation Notice that his or her lawn needs to be mowed or trimmed, and no action has been taken on the part of the Lot Owner within seven (7) days from the date of the Third Notice, the Association herein reserves the right to rectify the most visible part of the Lot Owner's negligence, i.e., the front and side yards, by engaging the Associations Lawn Service to cut said front or side yards, the cost of which will be duly added to the Lot Owners account. It shall also be lawful for the Association, or any other Lot Owner, to prosecute at law, or in equity, any other Lot Owner, or person or persons, attempting to violate the terms or intent of this restriction. Although not an existing restriction, and thus not one that can be enforced, no hedges, shrubbery, plants, objects or things, to include motorized or non-motorized vehicles and/or equipment, whether movable or unmovable, should be placed, planted, erected, parked, or permitted to remain on the front portion of a Lot Owner's Lot that encompasses the area between the curb and the sidewalk, all of which therein has the potential to obstruct a driver's sight lines at elevations between two (2') and eight (8') feet in height within the confines of the Association, as all such use can, and will one day have a direct and tragic impact on Public Safety. Moreover, such use also encroaches directly upon either a Public Utility Company's Easement or a Parish Right Of Way, the results of which have been addressed previously.

## **Section 13. Storage of automobiles, boats, trailers, and other Vehicles.**

### **Currently reads:**

No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or in the street adjacent to any Lot, easement, or right-of-way unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Louisiana and which do not exceed six feet six inches in height or seven feet six inches in width, or

twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or in the street adjacent to such lot, easement, or right-of-way, unless such object is completely concealed from public view inside a garage or other approved enclosure. Thus restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity.

**Will be interpreted and enforced as follows:**

Parking and/or Storage of Family Type Vehicles, Commercial Work Vehicles, Trucks (Boxed, Staked or Flat Beds), Semi Cabs or Bobtails, Pick-Up Trucks, Boats and/or other type Watercraft, Motor Homes, Recreational Vehicles, Campers, Marine Craft, Hovercraft, Fixed Wing or Rotary Aircraft, Machinery, Trailers, and other Motorized or Non-Motorized Vehicles. As originally intended, and provided for in the original Declaration of Covenants, Conditions, and Restrictions, no motorized vehicles other than passenger or family type vehicles that were in a safe operating condition, properly licensed, and displaying current inspection stickers (brake tags), that were also in daily use, and which did not exceed certain height, width, or length restrictions, were permitted to be parked or stored on any part of any Lot, Easement, or Right-Of-Way, or in the street adjacent to any Lot, Easement, or Right-Of-Way. Moreover, and once again as originally intended, and provided for in the original Declaration of Covenants, Conditions, and Restrictions, no inoperative or unlicensed motorized vehicles, or motorized vehicles not displaying a current inspection sticker (brake tag), were permitted to be parked or stored on any part of any Lot, Easement, or Right-Of-Way, or in the street adjacent to any Lot, Easement, or Right-Of-Way, unless completely concealed from public view inside a garage, or other approved Enclosure. Furthermore, and once again as originally intended, and provided for in the original Declaration of Covenants, Conditions, and Restrictions, no non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind were also permitted to be parked or stored, on any part of any Lot, Easement, or Right-Of-Way, or in the street adjacent to any Lot, Easement, or Right-Of-Way, unless also completely concealed from public view inside a garage, or other approved enclosure. Without question, this Restriction has for years generated the most discussion, debate, and or acrimony, and it is readily apparent that a significant number of Home Owners have either never read the original Declaration of Covenants, Conditions, and Restrictions, or over time, have chosen to interpret the contents of said document differently from its original purpose and or intent, or have chosen to simply ignore the contents of said document wherein said contents conflicts with what they either want to do, or not do. For years, the Board of Directors has attempted to employ common sense and logic to either verbally, or in-writing, allow certain restricted activity to take place for the convenience of our Home Owners, or to clarify, further define, or issue a variance regarding this restriction, which has only led to more aggressive demands, additional acrimony and or allegations of selective enforcement, which previous Board of Directors simply go tired of volunteering their time attempting to deal with. Such is not the case with this Board of Directors. Stated to follow is our interpretation of this restriction, complete with clarifications, further definitions, and where we feel warranted, variances that are in the best interest of those we continue to voluntarily and willingly serve.

A. With the exception of parking on Easements, Right-of-Ways, or neighboring Lots without permission, this restriction shall not apply to any vehicle, trailer, machinery, or equipment temporarily parked and in use for the construction, repair, improvement, or maintenance of a Lot Owners residence, garage, fence or gate, or authorized Accessory Building.

**B.** With the exception of family type vehicles (automobiles, vans, pick-up trucks, motorcycles, and or SUV's), and similar in type and size commercial work vehicles, all of which are assumed to be in a safe operating condition, properly licensed, and displaying current inspection stickers (brake tags), no other similar in nature motorized vehicles except those issued to First Responders, and or those that do not exceed eight (8') feet in height, eight (8') feet in width, or twenty-one (21') in length, are permitted to be parked or stored on a Lot Owners Lot, and thus in direct public view, or in the street adjacent to a Lot Owners Lot. Note – Parking or storing any of the aforementioned vehicles in or upon an easement or Right-Of-Way is also not advised as such vehicles parked or stored therein or thereon may be removed without the Lot Owners permission at any time by any Public Utility Company, or the Parish, when either an emergency situation may occur, or scheduled work must be conducted.

**C.** Inoperative family type or similar in type and size commercial work vehicles, or those issued to First Responders, must continue to be completely concealed from public view. Towards this end, such vehicles must either be parked or stored within a garage, behind a Lot Owners fenced-in and gated Lot where privacy is assured by statute, or such vehicles must be parked or stored in a Lot Owners driveway, and covered with a custom designed, and form fitting cover of a neutral color that blends in harmoniously with the other residential dwellings throughout the Association, and which is properly maintained so as to prevent the cover from excessive deterioration, and or becoming an eye sore.

**D.** Unless specifically addressed, or provided a variance to follow, no other operative or inoperative motorized or non-motorized vehicles such as Trucks (Boxed, Staked or Flat Beds), Semi Cabs or Bobtails, Boats and/or other type Watercraft, Motor Homes, Campers, Recreational Vehicles, Marine Craft, Hovercraft, Fixed Wing or Rotary Aircraft, Machinery, Trailers, or any other type of Motorized or Non-Motorized Vehicles, machinery or equipment, may be parked or stored on any part of any Lot, Easement, or Right-Of-Way, or in the street adjacent to and Lot, Easement, or Right-Of-Way, except those that can either be parked or stored inside a garage, or behind a Lot Owners fenced-in and gated Lot, where privacy is assured by statute.

**E.** With regard to trailers, such and or their contents or loads were permitted in the original Declaration of Covenants, Conditions, and Restrictions, provided such were completely concealed from public view inside a garage or other approved enclosure. Therefore, such and or their contents or loads, will continue to be permitted provided that they are either parked or stored inside a garage, or behind a Lot Owners fenced-in and gated Lot, where privacy is assured by statute.

**F.** With regard to Recreational Vehicles, Motor Home, Campers, Watercraft such as boats, canoes, pirogues, jet ski's, etc., Four Wheelers, Fifth Wheels, axle or non-axle campers, or similar craft or equipment designed and used exclusively in the pursuit of recreational activities, such items were permitted in the original Declaration of Covenants, Conditions, and Restrictions, provided that they were completely concealed from public view inside a garage or other approved enclosure. Accordingly, all such items will continue to be permitted as originally permitted. I.E., provided that they are completely concealed from public view inside a garage or other approved enclosure, which in this instance, and all other instances referred to elsewhere throughout this Resolution, has long since been determined to be behind a Lot Owners fenced-in and gated Lot, where privacy is assured by statute.

In situations wherein a Lot Owner desires to retrieve such items from permanent storage elsewhere, or from his or her garage or fenced-in and gated Lot, so that such items may be used for their intended recreational purpose, such items may be temporarily parked, in or on a Lot Owners driveway for no more than eight (8) times each calendar year, and each time for no more than five (5) calendar days in length, which provides for more than sufficient time to either prepare these items for their intended use, and or to prepare such items for return to more permanent storage elsewhere, and then only if prior written notice is provided to the Association. Phone calls, and or blank notices such as those for an entire week, month, or season, will not be honored. Written requests for either more than eight (8) times per year, or for more than five (5) calendar days in length, may be submitted to the Board of Directors for consideration when an unusual situation presents itself; however, the Board of Directors not only retains the sole right and or discretion to either approve or disapprove such requests, and during any such deliberation, will consider other factors such as whether the Lot Owner is a Member In Good Standing.

**G:** With regard to parking or storing, whether temporarily or not, of any of the items mentioned or not mentioned herein, whether in safe operating condition or not, either in or upon any part of a Utility Companies Public Use Easements (sewer, water, gas, electric, and cable are generally expected to extend from and underneath the grassy area between the curb and the sidewalk, and then along and underneath one or both sides of every house, and or in certain situations, these same Public Use Easements run along and underneath the ground to the rear of some houses, and then along and underneath the ground on one or both sides of the house), or on or within the Parish Right-Of-Way, such use or activity has never been authorized, nor will be. Lot Owners that continue to ignore this restriction except during times of severe weather, or during a Parish Wide Emergency Decree to clear the roads or streets for Emergency Vehicles only, also run the risk of having anything parked or stored, whether temporarily or not, removed without the Lot Owners permission at any time by either a Public Utility Company, or the Parish, especially whenever emergency repairs must be conducted. It shall be lawful for the Association, or any Lot Owner, to prosecute at law, or in equity, any other Lot Owner, or any other person or persons, attempting to violate the terms or intent of this restriction.

#### **Section 14. Building Materials.**

##### **Currently reads:**

No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.



**Will be interpreted and enforced as follows:**

Building or Construction Equipment and or Materials. The only building, construction, or remodeling equipment and or material that is permitted will be equipment and or material related to same, and only when such type work is actually taking place. No lot will be used for farming, or commercial gardening purposes, except that flowers and shrubbery, and gardening activity, normally associated with residential properties Zoned A-4 single family residential are hereby permitted. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

**Section 15. Antenna.**

**Currently reads:**

No antenna or aerial wires shall be maintained in the front or on the side of dwelling, or on the roof of the dwelling or accessory building and shall not extend more than ten feet above the roof of the dwelling.

**Will be interpreted and enforced as follows:**

Antennas and Satellite Dishes. No antennas of any sort (television, radio, ham radio, etc.) shall be mounted on, and or displayed on, any part of the front, or sides, or roofs of a residential dwelling, nor may any antennas mounted on the rear of the dwelling extend more than ten feet (10') above the peak of the roof of the dwelling. Moreover, any antennas mounted to, or on the roofs of accessory buildings will also not extend more than ten feet (10') above the peak of the roof of the residential dwelling. Satellite Dishes conversely, may be mounted and thus displayed, on residential roofs only, and at a location on said residential roofs whereby a professional installer determines that the location is conducive is best in terms of signal reception. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other person or persons, attempting to violate the terms or intent of this restriction.

**Section 16. Visual Obstruction at the Intersections of Public Streets.**

**Currently reads:**

No object or thing which obstructs site lines at elevations between two (2) and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

**Will be interpreted and enforced as follows:**

No object or thing, whether movable or unmovable, shall be placed, planted or permitted to remain on any portion of any corner lot which obstructs a drivers site lines at elevations between two (2') and eight (8') feet in height, and within a distance of fifteen feet (15') from an intersection of any Public Street or Highway within the confines of the Association, as violations of the terms of this restriction have a direct impact on Public Safety. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons attempting to violate the terms or intent of this restriction.

**Article IV Section 1. The Architectural Control Committee.**

**Section 1. Approval of building plans.**

**Currently read:**

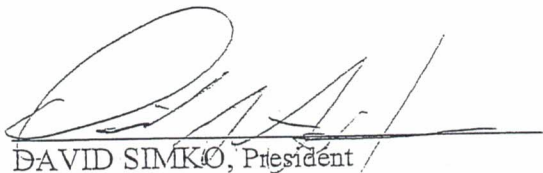
No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to the location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of HUNTWYCK VILLAGE. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any lot, and its judgment shall be final and conclusive.

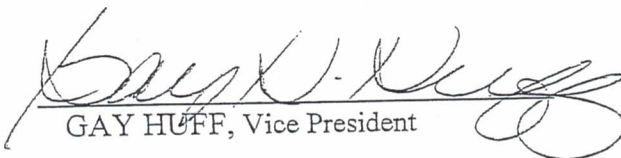
Although said Committee is not a restriction in or of itself for the purpose of this Resolution, said Committee does exist for the sole purpose of working with all lot owners in terms of what may, or may not be done on any portion of any lot within the confines of the Association. In particular, said Committee exists primarily to ensure that certain construction standards are adhered to, and to advise all lot owners planning on erecting or placing certain unmovable objects on or in Public Utility Company Easements, and the absence of liability to any and all such Public Utility Companies, for any damages that might or will occur. For more information regarding said Committee, refer to Section Article IV of the Declaration of Covenants, Conditions, and Restrictions. With the exception of Solar Panels and Metal Roofs, or similar objects that the Federal Government rules on in the future that Homeowner Associations may not ban, no residential dwellings exterior may be physically altered from its original design and construction to the point where the residential dwellings exterior no longer harmoniously

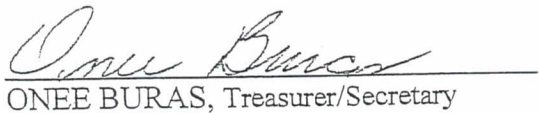
blends in with the other residential dwellings within the confines of the Association. Furthermore, no residential dwellings exterior color may be changed to a point wherein the residential dwellings exterior color no longer blends in harmoniously with the other residential dwellings within the confines of the Association. It shall be lawful for the Association, or any lot owner, to prosecute at law, or in equity, any other lot owner, or any other person or persons, attempting to violate the terms of this restriction.

**ADOPTED** by the Huntwyck Village Homeowners Association Board of Directors on February 13, 2016, and to become effective March 1, 2016.

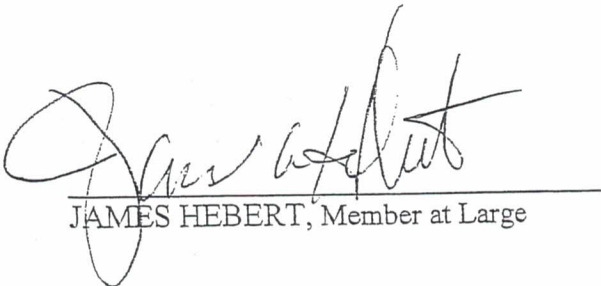
Signed the 17<sup>th</sup> of February 2016.

  
DAVID SIMKO, President

  
GAY HUFF, Vice President

  
ONEE BURAS, Treasurer/Secretary

  
CHARLENE POPIK,  
Deed Restriction Officer

  
JAMES HEBERT, Member at Large