

ESTABLISHMENT OF REVISED RESTRICTIVE
COVENANTS FOR PROPERTY IN
TUSCANY EAST SUBDIVISION
PARISH OF ST. TAMMANY,
STATE OF LOUISIANA

BE IT KNOWN, that on the 29th of December, 2020

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:

Mark Ricard as President of the Tuscany Homeowners Association as of 01/1/2020, mailing address listed as:

Tuscany Homeowners Association
1527 Gause Blvd
PMB #117
Slidell, LA 70458

WHEREAS the appearer is representing the owners of all properties in Tuscany East as the currently duly elected President of the Homeowners Association of Tuscany Estates, a subdivision in the Parish of St. Tammany, State of Louisiana in accordance with the plat of subdivision by J.V. Burkes and Associates consisting of 1 (one) sheet, Drawing No. 1031646 dated August 18, 2003 and filed for record as Plat No. 2590 in the official records of St. Tammany Parish, Louisiana, hereinafter referred to as "Tuscany".

WHEREAS certain streets and right-of-way's have been established as per the above-mentioned plat annexed hereto, and;

WHEREAS said appearer desires to protect and further the interest of all property owners in the above-described property and also desires to protect and further the interest of any and all future owners of said property.

NOW, THEREFORE, in consideration of the foregoing, said appearer does by his presence establish, create, and impose upon the above described property the following conditions, servitudes, restrictions, and covenants, which will govern the purchase and ownership of this property.

The purpose of these covenants is to establish and maintain Tuscany as a prime residential subdivision, protecting the investment of its property owners and to afford its residents the very best family environment.

ARTICLE 1
RESTRICTIVE COVENANTS

Section 1.1 These restrictions are intended to cover the construction of new buildings and remodeling of existing buildings in Tuscany. The covenants set forth herein are intended to run with the land and are to be binding on the purchase herein and on all purchasers of lots, their heirs, successors and assigns, in said subdivision for a period of 25 years from the date that these covenants are recorded. Said covenants shall be automatically extended for successive periods of 10 years. If the instrument signed by two-thirds of the owners of all the lots in the subdivision has been recorded, agreement to amend said covenants in whole or in part, may be made by a two-thirds vote of the owners of the lots. Each owner shall have as many votes as he has lots. All rights, options and remedies of the Declarant, and the Tuscany Homeowners Association, Inc., herein after referred to as "the Association" under these covenants and cumulative, and no one of them shall be exclusive of the other, and the Declarant, the Tuscany Architectural Control Committee and the Association shall have the right to pursue any one of all of such rights, options, and remedies or any other remedy or relief that may be provided by law, whether or not stated in these covenants.

ARTICLE 2
HOMEOWNERS ASSOCIATION

Section 2.1 Membership: For the purpose of controlling, regulating and maintaining the common areas for the general use and benefit of all Lot Owners, each and every lot owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Tuscany does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted by-laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments.

Section 2.2 Votes: One membership carrying with it the privilege of one vote shall be assigned for each lot in the subdivision. The vote of each lot may not be further divided among owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. In no event shall any singular lot have more than one vote. A member who has no liabilities owed to the Association is considered to be in good standing. Members who are not in good standing hold no voting rights.

ARTICLE 3
RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 3.1 Members' Right of Enjoyment: Subject to the provisions of these restrictions, and any regulations established by the Tuscany Architectural Control Committee or the Association, every member shall have the right of use and enjoyment of the property or lot acquired and owned by said member as the legal owner thereof. This right shall pass with the title to every Lot subject to the following:

St. Tammany Parish 2421
Instrument #: 2247696
Registry #: 2743841 awl
1/15/2021 3:15:00 PM
MB CB X MI UCC

- (A) The right of the Homeowners Association Board, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce restrictions herein, including legal action, through any attorney employed by the Association if deemed appropriate, and
- (B) The right of the Homeowners Association Board to take such steps as are reasonably necessary to protect the property values in the said subdivision and to prevent unsightly accumulations and the like from remaining on the property of any member in violation of these restrictions to include assessing fines at their discretion, and
- (C) The right of the Homeowners Association Board to suspend the voting rights of any member-
 - 1. For any period during which any assessment, fines and/or interest made by the Association remains unpaid and
 - 2. For any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association or these restrictions.

ARTICLE 4 ASSESSMENTS

Section 4.1 Annual Assessments: Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed in any act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance an annual sum equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses. The following expenses are included but in no way limited to the following:

- (A) Electricity consumed by the subdivision street lighting.
- (B) Maintenance of the Entrance and Common Property, including but not limited to: Front entrance walls, landscaping of all common property gardens, grass, trees, etc., irrigation system, camera system; as well as any future system/improvements made.
- (C) The cost of all operating expenses of the Association and expenses for services rendered as authorized and approved by the Association,
- (D) The cost of necessary management and administration of the Association.

Section 4.2 Assessment Amount: The Association by vote shall determine the amount of assessment annually but may do so at more frequent intervals should circumstances require. This annual assessment will be levied and collected on an annual basis due on January 1 and considered late by March 31. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment but shall mean that the member not notified shall not be subject to any penalty for failure to pay the proportionate share of the annual assessment.

Section 4.3 Special Assessments: In addition to the annual assessment, the Association shall have the right to levy special assessments deemed necessary and appropriate if approved by fifty one (51%) percent of the members of the Association at a meeting called for this purpose by written notice at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

Section 4.4 Needed Grounds and Facility Maintenance: Should any property owner fail to properly maintain their property or in any manner, allow its property to become detrimental to the aesthetic scheme of the subdivision, or violates these restrictions in any manner, then the Association, its agent, employee, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. This would only be necessary in the event the property is uninhabited. In this instance:

- (A) Such entry upon the property by the Association, its agent, employees, and/or contractors shall not be deemed to be trespassing.
- (B) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the entry upon the property to remedy the situations.
- (C) The Association shall assess the property owner for the full cost of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
- (D) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter, the Association shall have the authority to issue a penalty in the minimum amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or buildings in good condition and in compliance with these restrictions.

Section 4.5 Non-payment of Assessments or Fines: Any assessment or fine levied pursuant to this act or authorized by the Association, or any installment thereof which is not paid within thirty (30) days after it is due shall be delinquent and shall bear interest at the rate of twenty-five dollars (\$25) per month, and may also subject the member to pay such other penalty or late charge as the Board may deem necessary and proper.

Section 4.6 Enforcement of Assessments and Restrictions: Any assessment or fine authorized hereunder shall be debt obligation of the owner of the lot against which said assessment is levied. In the event of non-payment of an assessment within thirty (30) days after the due date, the Association has the right to file a lien affidavit setting forth the amount due against the lot owner thereof, as is authorized by and provided for in La. R.S. 9:1145, et seg. 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 assessment, late charges and other penalties as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable attorney fees and court costs.

Section 4.7 Assessment Certificates: The Association shall, upon demand, (within a reasonable time) furnish to any member liable for any assessment levied pursuant to this Act, or to any other party of legitimate interest such as a mortgage lender, holding, or intending to acquire a security interest in the property, a certificate in writing, signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to be paid. A reasonable fee may be levied in advance by the Association for each certificate delivered to be paid by the requesting party.

Section 4.8 Acceleration of Installments: Upon default in the payment of any one or more period installments of 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 Association and declared to be due and payable in full.

Section 4.9 Additional Default: Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagee in the payment of any assessment levied pursuant to this or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

ARTICLE 5 NOTICE OF MEETINGS

Section 5.1 Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be at least ten (10) days prior to the date of the meeting setting forth the date, time, and place thereof, and the matters to be considered. A vote of Fifty-one (51%) percent of all owners in good standing, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

ARTICLE 6 TUSCANY ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Members: A Tuscany Architectural Control Committee (ACC) shall be established for the purpose of approving plans and specification of all construction including but not limited to: New homes, additions to homes, in-ground pools, fences, outbuildings, garage, driveway revisions/additions, solar panel systems, carport/patio covers, screen enclosures, etc., within the subdivision. All elected committee members shall have a term of one year at which time another election will be held.

Section 6.2 Operations: The ACC shall have full authority to approve plans and specifications. Rulings by the ACC may be appealed to the HOA Board, whose decision shall be final. The Committee may enforce these covenants and act against anyone who is in violation of any covenant. The Association shall have the authority to issue a penalty per the Fine Policy and Schedule outlined below. Any judgment rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question. A person to be elected to the ACC must be a lot owner in good standing.

Section 6.3 Approval of Plans: Prior to beginning construction of the items listed above in section 6.1, or any other structure, the owner shall submit detailed plans, specifications and plot plans to the chairman of the Tuscany Architectural Control Committee. No work shall be permitted until written approval is received. The owner/builder shall submit two (2) sets of plans to the chairman of the Tuscany Architectural Control Committee. One set of plans can be submitted electronically and the other set can be 11 x 17 max. The hard copy will be signed as either "Approved" or "Rejected" within 15 days and returned to the owner. The other set shall be retained for the committee's records. For all construction that requires permits from St Tammany Parish, said permit MUST be obtained and posted prior to any work commencing.

Section 6.4 Approval of Site Plans: The owner/builder shall submit a site plan showing the building size, setback lines, driveway location, and any other paving, fences and culverts to scale, to the Tuscany Architectural Control Committee.

Section 6.5 Standards: The Committee shall consider:

- (A) Quality of Workmanship and materials,
- (B) Harmony of exterior design with existing structures,
- (C) Location with respect to topography, and
- (D) General overall appearance and design.

Section 6.6 Architectural Control: No structure shall be erected on any lot or elsewhere on the property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not be limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, satellite dishes, television antennas, storage facilities, and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application or the construction within 10 business days' time after receipt of the required plans, then the construction of the

subject structure shall be deemed approved. In addition to the matters otherwise provided herein, architectural control shall include the approval of:

- (A) A Structure size,
- (B) Structural construction materials,
- (C) Exterior appearance, and
- (D) Location on the lot.

The Tuscany Architectural Control Committee, at its sole discretion, has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision.

Section 6.7 Commencement and Period of Construction: Construction must commence as soon as practicable, but in no more than six (6) months after obtaining the approval, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of construction; said construction must be performed in accordance with the regulation promulgated, from time to time, by the Tuscany Architectural Control Committee and applicable building codes, and in accordance with the plans or specifications which were previously submitted for specific approval.

Section 6.8 Disclaimer: Review of plans and the specifications by the Architectural Control Committee for the purpose of assuring the steady quality of construction on the property affected by these restrictions is not intended nor shall it be construed to be for the benefit of any other parties. No party who submits plans and specifications shall have any right or cause of action against the Tuscany Architectural Control Committee for alleged negligent or intentional failure to advise of any deficiencies or defects therein.

Section 6.9 Authority to Grant Variances: The Tuscany Architectural Control Committee shall have the exclusive power and authority to grant variances from strict application of any of these covenants provided that such variances shall not subvert the purpose and principle thereof. The grant of a variance should be based upon the opinion of the Tuscany Architectural Control Committee that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardships. Any such variance as may be presented to the Tuscany Architectural Control Committee shall be considered on an individual basis, and shall not be deemed to set precedent for future decisions by the Tuscany Architectural Control Committee, nor shall the grant of a variance in any manner alter the force of effects of the restrictions with regard to other lots. Variances required by Law will need to be granted by the proper Authorities for St. Tammany Parish.

Section 6.10 Solar Systems: All solar systems must be approved by the Tuscany Architectural Committee prior to installation on any structure or in a ground array within the Tuscany housing development. Structural applications and Ground Arrays must satisfactorily meet all Safety and Electrical Codes, Inspections and directives applicable within St. Tammany Parish and the State of Louisiana. Solar Panel Restrictions:

- (A) Color: Only dark color panels may be installed (Black, Brown, Dark Blue are preferred).
- (B) Application: Solar panels will be predominantly applied to the rear-facing, roof slopes and no panel will be applied to a roof slope directly facing (unobstructed and perpendicular) to a paved roadway, governing the applicable lot, within Tuscany housing development.
- (C) Visibility: No portion of a solar panel(s), mounted on the rear roof slope from the roof ridge cap, shall protrude above the structural roof ridge. The thin, longitudinal profile of a solar panel, mounted in a location not facing a roadway, governing the applicable lot, is considered the maximum acceptable visibility.
- (D) Ground mounted solar panels are considered permanent construction. Grounded mounted systems can be arrayed, only within spaces authorized for permanent construction, (no placement within easements, servitudes or stand-off zones that restrict concrete foundation construction.) (See plat of said subdivision.) No ground arrays may be visible from any street within the subdivision.

Section 6.11 Flag Poles: Shall be in accordance with the Architectural guidelines approved by the Architectural Control Committee. No flagpole erected can extend higher than the highest peak of the structural roof. Poles must be Code compliant flag poles, designed and suitable for residential uses. No re-purposed piping (metal or PVC) with home-made hardware will be allowed. Per Flag etiquette, any pole flying the American Flag should include a lighting system that will illuminate the American Flag at night. All flags should be in good condition when flown. If tattered/torn or otherwise damaged, it should be removed/replaced and properly retired. Flag pole construction design and wind rating information will utilize ASCE7-05 as adopted by the International Code Council. The design information will include the Basic Wind Speed (3-second gust) and Seismic coefficients S_s and S_1 , all per ASCE7-05. Flagpole Installation Options are restricted to Ground Sleeve; Hinged Base (pole base has removable bolts allowing the pole to fold to the ground); and Shoe Base (bolts into concrete).

Section 6.12 Fine Policy and Schedule. The purpose of this policy is to establish guidelines for notices and any fines resulting from violations of the Restrictive Covenants for Tuscany Estates.

- (A) **Fines.** The Board of Directors /ACC is given express power in the Association's Covenants and Bylaws to adopt and publish rules and regulations to enforce the protective covenants. To enforce these rules, this fine policy has been adopted to address repeat violations. The fines collected will be added to the Tuscany Estates HOA account and used to offset the cost of enforcement of the neighborhood rules. Residents may report violations in writing to: tuscanyestateshoa@yahoo.com or by mailing to:

Tuscany Homeowners Association
1527 Gause Blvd
PMB #117
Slidell, LA 70458

The recipient of a "concerned neighbor" violation will not know the source of the complaint; however anonymous reports will not be addressed. All notices of violations will be sent by certified mail and will include the date, type, and Covenant number of the violation.

(B) Fine Process:

1. An official notice will be issued to the property owner listing the violation(s) as well as the covenant it is governed by. This notice will also specify what actions need to be taken to address the violation, as well as a time frame in which to do so.
2. If the issue(s) is not resolved within the time period stated, the property owner will receive a "second notice," to include a warning that if the issue(s) is not addressed to the satisfaction of the ACC, they will be subject to a fine beginning 45 days from the date of this second notice.
3. If still not addressed within that time frame, the property owner will be mailed via Certified Mail, Return Receipt Requested, a "third notice," stating the issuance of a fine is thereby assessed, per the Schedule below, retroactive to the date of the first notice of violation.
4. If the violation remains, the Association reserves the right to file a lien on the property to include all legal costs associated with doing so, as well as 12% interest added on all monies due, starting from the date the first fine was assessed.

If the violation(s) are not corrected and/or the fines not paid, legal action may be taken, which could include, but is not limited to, a lien being placed on the property and/or a civil suit being filed.

If a violation is repeated within 6 months from the last violation, the fines will start as if it were a 2nd Notification.

When a fine is assessed, the owner will receive the written notice of the violation along with an invoice showing the fine has been added to their assessment account. An owner will have the opportunity to contest any fine that is assessed against their property. The contesting process will be stated on the notice.

(C) Fine Schedule for typical violations (to start with the 3rd notice of a violation):

- Overnight parking: \$25.00 and \$5.00 per day until resolved. (§7.1.17)
- Trailer, Boat, or Camper: \$50.00 and \$10.00 per day until resolved. (§7.1.1)
- Construction without Architectural Committee Approval: Up to 10% of project value. (§6.6)
- Portable Buildings installed without Architectural Approval: Up to 10% of building value. (§7.1.1)
- \$25 per month for each month that annual assessments are not paid in full by the due date stated on the invoice.
- Other violations not listed here can result in fines determined by the Board, but not to exceed the amounts above.

**ARTICLE 7
RESTRICTION FOR USE OF PROPERTY
AND DEDICATION OF UTILITY SERVITUDE**

Section 7.1 Prohibited Uses and Nuisances: Plans and specifications and construction of all improvements will meet the following requirements for all property in Tuscany:

1. No structure of a temporary character such as, but not limited to, a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, shall be allowed to be stored anywhere in the subdivision boundaries for more than 7 days, without approval from the Architectural Committee. No tents, shacks, barns, or other outbuildings shall be kept on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to any such vehicles, motorcycles, boat, and or trailer, machinery or equipment kept within an enclosed yard, room, garage or carport.
2. Dwelling Size: No dwelling shall be constructed on any lot having less than one thousand eight hundred (1,800) square feet of living area, this being exclusive of open porches, garages, and carports. For a structure of more than one (1) story, there will not be less than one thousand two hundred (1,200) Square feet of living area on the ground floor. Each residence will have in

addition a two-car garage. If a carport is built, it must be entirely located behind the mid-point of the house.

3. A subordinate building is a portion of the main building, the use of which is incidental to that of the main structure but is not used for habitation. It is also called an accessory building. Greenhouses, storage buildings, sheds, gazebos and such are examples of such buildings. A detached carport or garage is an accessory building as well. Such building shall not be located any closer to the rear property line than allowed on the plat of said subdivision. Side setback lines shall not be less than ten feet. Accessory buildings on corner lots must refer to the plat for proper building setbacks. Accessory buildings cannot exceed one story in height. Architectural style, proportions and materials of the secondary building should match that of the primary structure and plans thereof must be submitted just as for the primary structure.
4. Fences: fencing will be permitted with the approval of the Tuscany Architectural Control Committee. Fences shall not exceed six (6') feet in height. Exceptions up to 8' can be made upon request for a variance on property backing up to canals/interstates. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot for perimeter fencing, but chain link can be used in the construction of dog pens of reasonable size and kept out of view from the street. A fence on a corner lot cannot be any closer to the street than the side of the house.
5. The minimum roof pitch of the primary dwelling shall not be less than an 8/12 pitch, unless written approval is given by the Tuscany Architectural Control Committee.
6. No metal roofs shall be allowed unless written approval is given by the Tuscany Architectural Control Committee.
7. Each lot shall be used for construction of one permanent residence and will not be further sold in smaller parcels.
8. No building shall be located on any lot nearer to the front property line than the building setback line as shown on the plat. Where there is a discrepancy with the plat, the setbacks shown on the recorded plat shall supersede the setbacks indicated in these restrictions.
9. No noxious or offensive activity shall be carried out upon any lot.
10. All buildings shall be constructed with the exterior predominantly of brick, brick veneer or stucco except that wood and vinyl exteriors may be permitted with the approval of the Tuscany Architectural Control Committee.
11. No advertising displays or political signs shall be permitted on any lot except a sign offering said property for sale or rent. The maximum size of said sign to be not larger than 3' x 3'.
12. Permanent residences for domestic help may be constructed. These shall be built no closer than 80' to the front property line. The exterior shall match the exterior of the main residence. These structures will be subject to the approval of the Tuscany Architectural Control Committee.
13. Individual driveways shall be provided for each lot. A minimum of 12' of 15" concrete culvert or as required by the Parish, shall be used for the crossing of street ditch. (Note: larger concrete culvert may be required.) Crossings shall be graded and landscaped to match the area. All driveways and aprons must be concrete from the street to the garage or carport. Secondary parking, such as circular drives, must be approved by the Tuscany Architectural Control Committee.
14. The placement of driveways on lots must be approved by the Tuscany Architectural Control Committee to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.
15. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situated upon the property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred, or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be registered, licensed and inoculated as required by law. Pet owners are responsible for ensuring their pets' waste is picked up and not left on other owners' properties or common grounds, as well as for keeping dogs on leash when walking in the neighborhood.
16. All construction must meet or exceed the minimum current State and Parish building codes.
17. Each residence must provide hard surface parking for at least two standard sized automobiles within the property lines. Overnight on-street parking is not permitted.
18. Each lot owner must protect the wooded appearance of his lot, cutting only those trees necessary for constructions of improvements and those trees which die and create hazard. Cutting trees 6" or larger in diameter 2' above ground must have the permission of the Tuscany Architectural Control Committee.

19. No structure, planting or other material (other than driveways or sidewalks) shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.
20. Garage door, which open to the front of the lot, will not be allowed except at the discretion of the Tuscany Architectural Control Committee. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible. All lots and/or units shall have at minimum a garage that is accessible from the side or rear of the dwelling. All garages must have an approved garage door. Garages may be attached or detached from the dwelling and must be fully enclosed.
21. No dwelling or other improvements which are located upon the property shall be permitted to fall in disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.
22. Twenty-Five (25) M.P.H. speed limits in all vehicles shall be enforced.
23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which will remain in full force and effect.
24. Clotheslines or drying yards shall not be visible on the subject property from any street.
25. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be left out for collection except on the evening before the scheduled garbage pickup days. All rubbish receptacles shall be removed from the front of all homes by sunset of the pickup days and placed as far from the street as possible, preferably out of sight.
26. No individual water supply shall be permitted except solely for irrigation purposes, swimming pool, or other non-consumption use. Water shall be supplied initially by Resolve Systems, Inc, or any future company that has obtained the legal right to do so.
27. No weeds, underbrush or other unsightly vegetation or objects shall be permitted to grow unabated or remain upon any part of the lot for more than a month and no trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.
28. No changes in the elevation of the land, other than changes to meet government regulations, shall be made on the property without prior approval of the Tuscany Architectural Control Committee.
29. No antenna (including television antennas) shall be visible and must be concealed and installed in attic space or other enclosure. There shall be no satellite dishes allowed over 3 feet in diameter.
30. There shall be no individual sewerage treatment plants or septic tanks, and no private sewerage treatment service.
31. Mail Receptacles – All mail receptacles must be of the same design, material and paint color as approved by the Tuscany Architectural Control Committee and shall be constructed, placed, and maintained on the Lot and/or Unit in accordance with guidelines provided by the Tuscany Estates Architectural Review Committee from time to time. Specifications, prices, and place of purchase will be provided by the Tuscany Architectural Control Committee.
32. The entire front yard from the front of the house to the street right-of-way shall have sod installed prior to occupancy.
33. Multiple Lots – Nothing in these restrictions shall prohibit an Owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on these two (2) lots, which shall be considered, for the purpose of these restrictions, more particularly for assessments, as two (2) Lots, even if said Lots are resubdivided into one (1) larger lot. No lot or Lots shall be sold, except with the description as shown on the original plan of subdivision referred to above, or any revisions or amendments thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with the prior written approval of the Declarant of the Architectural Control Committee.
34. Construction of any nature, except fences that do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways naturally are a further exception.
35. Polished brass address numbers will be displayed on both sides of the mailboxes. An additional address may be placed on the front of the house. All address number designs and locations shall be in accordance with the Architectural Guidelines approved by the Tuscany Architectural Control Committee.
36. Basketball Goals, sports or recreational equipment are permitted, but must be located on the driveway behind the front façade of the house or garage and must not interfere with traffic or any neighbor's property, and must not cause any unsafe conditions or in an area otherwise approved by the Tuscany Architectural Control Committee.

37. Windows. 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 that are visible from the street, or by your neighbors (unless you have written permission from them). Any window visible from the street that is broken or deemed cloudy or otherwise defective must be replaced/repared or covered by solar screens. If choosing the solar screen option, all windows on the same wall must also be covered to maintain uniformity.
38. Exterior Site Lighting. Exterior pool or landscape 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. All exterior lighting must be approved by the Tuscany Architectural Control Committee prior to installation.
39. Security flood lighting must not infringe upon adjacent neighbors or face the street, potentially blinding night-time drivers.
40. Drainage. No owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For purposes of these restrictions, 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 and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions and in accordance with the Master Paving and Drainage Plan prepared by J.V. Burkes & Associates, and the Site Grading Plan prepared by J.V. Burkes & Associates, which plans have been submitted by Developer to the St. Tammany Planning Commission. Copies of said plans are also filed in the Official Records of St Tammany Parish, Louisiana and with the Tuscany Architectural Committee.
41. In order to achieve the established drainage pattern, each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by those restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on said Site Grading Plan.
42. Swimming pools. Swimming pools, patios and decks shall be located on the rear portion of the Lot and shall not be visible from any street within the subdivision. They shall be constructed in the ground and shall be at normal ground level. No above-ground swimming pools shall be allowed. A fence of a design approved by the Tuscany Architectural Control Committee, and in compliance with St. Tammany Parish regulations, shall completely enclose any swimming pools.
43. Each lot is subject to a fifteen (15') foot utility servitude adjacent to all street rights-of-way.

ARTICLE 8
LANDSCAPE PROVISIONS

Section 8.1 Landscaping Requirements and Restrictions:

- (A) Landscaping shall be installed within thirty (30) days of substantial completion of the residence on the Lot. The following are the minimum landscape requirements:
 1. The Owner will be required to plant hardwood trees of not less than 2" caliper (diameter is measured 12" above the ground) 10-12 feet tall and with a 4-6 feet spread. The density of planting will be a minimum of one (1) tree per lot, to be located on the front lawn.
 2. The Owner or Builder must plant a minimum of 15 shrubs (3 gallon in size) in the front yard in raised beds.

One 7-Gallon Shrub	=	Three 3-Gallon Shrubs
One 5-Gallon Shrub	=	One and One-Half 3-Gallon Shrubs
One 3-Gallon Shrub	=	One 3-Gallon Shrub
Two 1-Gallon Shrubs	=	One 3-Gallon Shrub
Three and One-Half 6" Pot Shrubs	=	One 3-Gallon Shrub
Nine 4" Pot shrubs	=	One 3-Gallon Shrub
 3. All front, rear, and side yards shall be one hundred percent (100%) solid sodded with centipede or equal grass.
- (B) If the Lot Owner defaults, then the Association may cause the work to be performed and shall be paid a reasonable charge for such services by the Owner of the Lot immediately upon the request therefor. If the owner fails to pay said charge, the said charge shall become a lien and a special assessment, and the Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith.

**ARTICLE 9
GENERAL PROVISIONS**

Section 9.1 Effect of Provisions of Act: By filing these restrictions before the sale of any lots in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed whether or not set forth or referred to in such deed or other instrument.

Section 9.2 Servability. Invalidity or enforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

Section 9.3 Captions: Captions and headings herein are for convenience only and are not to be considered substantively.

THUS, DONE AND SIGNED in my office in Slidell, Saint Tammany Parish, Louisiana, on the day, month, and year, herein first above written and in the presence of the undersigned competent witnesses. who hereunto sign their names with the said appeared and me, Notary, after reading of the whole.

WITNESSES:

Denise M Ricard
Denise M Ricard
Tammy Minor
Tammy Minor

President, Tuscan Homeowners Association

Mark A. Ricard
Mark A. Ricard

Date: 12-29-20

Signed this 29th day of December, 2020.

Tracey J. Powell

TRACEY J. POWELL
Notary Public
LA Bar Roll No. 29461
Lifetime Commission

STATE OF LOUISIANA PARISH OF ST. TAMMANY
I HEREBY CERTIFY that the above is a true and
correct copy of the original as recorded at
instrument # 2247696 of the original
records. Given under my hand and seal of office
this the 15 day of Jan 20 21

Amy White
Dy Clerk and Ex-Officio Recorder

Amy White, Deputy Clerk