

SAVANNAHS

Covington, Louisiana

Supplementary Declaration of
Covenants, Conditions and Restrictions
For Savannahs Phase 1

Post Office Box 4105, Covington, LA 70434

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAVANNAHS PHASE 1**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 22nd day of October, 2003, before me, the undersigned Notary Public, personally came and appeared,

SAVANNAHS DEVELOPMENT CO., INC., a Louisiana Corporation with Articles of Incorporation on file with the Secretary of State for the State of Louisiana and recorded in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized officer, Kenneth Lopiccolo, President, duly authorized by virtue of a Resolution of the Board of Directors, filed this date, a copy of which is attached hereto as Exhibit "A", whose address is 150 Branch Crossing Drive, Covington, LA; being hereinafter referred to as "Declarant".

WHO DECLARED UNTO ME, NOTARY, AS FOLLOWS:

WHEREAS, Declarant is the owner and developer of certain real property situated within the City of Covington, in the Parish of St. Tammany, State of Louisiana, namely Savannahs, Phase 1, Lots 17-24 inclusive, and Lots 36-88, inclusive, (hereinafter the "Subdivision"). This property is shown on the official plan of subdivision by Kelly McHugh & Associates, Inc., dated 02-29-00, Job No. 99-105, DWG. No. 99-105-PP, which plan of subdivision is filed in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, on September 22, 2003 in Map File No. 3216, (hereinafter the "Property"); and

WHEREAS, Declarant states that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated 10/22/03, and recorded on 10/24/03, (the "Declaration");

NOW THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used,

occupied and improved, subject to the covenants, conditions, restrictions, servitudes and charges set forth in the Declaration and does hereby subject the Property described herein to the Declaration. For the purposes of Regular Assessments, the Property described in this Supplementary Declaration is classified as Cottage Units in accordance with the Declaration.

NOW THEREFORE, Declarant hereby further declares that the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the following additional covenants, conditions, restrictions, servitudes and charges, which are for the purpose of protecting the value and desirability of the Property described herein in aid of the General Plan of Development of the Subdivision approved by the City of Covington, Louisiana, and shall be deemed to run with and bind the Property described herein and enure to the benefit of and be enforceable by the Declarant, its successors, assigns and legal representatives, and be binding on all parties having any right, title or interest in the Property described herein, and their successors, assigns and legal representatives.

ARTICLE 1 **DEFINITIONS**

For the purposes of this Supplementary Declaration, the following explanations and definitions of words, terms, and phrases shall govern:

1.1 ALLEY shall mean a 12' pavement lane restricted for access, as shown on the plan of subdivision.

1.2 ALLEY SERVED LOT shall mean a lot where the garage is accessed from an alley, as shown on the plan of subdivision.

1.3 ARCHITECTURAL REVIEW COMMITTEE also referred to as the ARC, shall mean the committee established pursuant to Article VIII of the Declaration.

1.4 ASSOCIATION shall mean the Savannahs Homeowners' Association, Inc., (if that name is available with the Louisiana Secretary of State's office, or such other name designated by the Declarant), a nonprofit Louisiana corporation, its successors, and assigns.

1.5 BOARD shall mean the Board of Directors of the Association.

1.6 BUILDER GUIDELINES shall mean the guidelines, and amendments thereto, established by the Architectural Review Committee.

1.7 CONSTRUCTION AND SALE PERIOD shall mean that period of time during which Declarant is developing the Property and selling Lots, Units and/or residential dwellings, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots and/or Units subject to this Supplementary Declaration.

1.8 DEVELOPMENT PLAN shall mean and refer to the land being developed by the Declarant as Savannahs Subdivision, as such may be amended from time to time, subject to the regulations set forth by the City of Covington, Louisiana.

1.9 IMPROVEMENTS shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, sheds, gazebos, garages, swimming pools, irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, sidewalks, driveways, animal enclosures, decks, poles, works within Common Areas, light standards, recreational facilities and streets and parking areas.

1.10 LOT shall mean any plot of land shown upon any recorded Subdivision Map of the Property, with the exception of Common Areas, and any unit that may be created under applicable state law, as such may be amended from time to time.

1.11 OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12 PROPERTY shall mean all of the real property subject to this Supplementary Declaration.

1.13 STREET shall mean an access way set aside for travel which affords the

principal means of access to abutting property. A street may be either a public or a private street.

1.14 STREET SERVED LOT shall mean a lot where the garage is accessed from a street.

1.15 SUBDIVISION shall mean and refer to the Subdivision hereinabove described, known as Savannahs, Phase I, which has been divided into Lots.

1.16 UNIT shall mean and refer to any structure or a portion of a structure situated upon the Property.

1.17 WATERS shall mean any lake or water body existing within the Subdivision or shown on any official plan of subdivision.

ARTICLE II **CONSTRUCTION STANDARDS AND REQUIREMENTS**

2.1 Building Location. Building setbacks are those as designated on the recorded plat of Subdivision. Where no building setbacks are designated, they shall be as follows:

- A. The minimum front building setback for alley served Lots 36-68, inclusive is ten (10') feet.
- B. The minimum front building setback for street served lots, Lots 69-80, inclusive is fifteen (15') feet.
- C. The minimum front building setback for street served Lots 17-24 inclusive and Lots 81-88 inclusive, is twenty (20') feet.
- D. For interior lots, the minimum side yard setback for improvements, including attached garages, is five (5') feet. The minimum side yard setback for detached garages is three (3') feet.
- E. For corner lots, the minimum side yard setback on the street side is ten (10') feet.
- F. The minimum rear building setback is twenty (20') feet for street-served lots; however, garages may be set to within ten (10') feet of the rear property line. The minimum rear building setbacks for alley-served lots is eighteen (18') feet.
- G. Minimum driveway side yard setbacks for alley-served and street-served lots is one (1') foot.

For the purposes of this Supplementary Declaration, eaves, steps and open porches

shall not be considered as part of a building; provided, however, that the foregoing shall not be constructed to permit any portion of a building on a Lot to encroach on another Lot. For the purposes of this Supplementary Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

2.2 Construction.

A. The main building on any Lot in the Subdivision shall be constructed or assembled on the Lot and shall not be moved thereon from elsewhere.

B. No residence, building, fence, wall, or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Architectural Review Committee and a copy thereof, as finally approved, lodged permanently with the Architectural Review Committee. If the Owner fails to submit plans and specifications to the Architectural Review Committee and receive the required approvals, then the Owner shall be assessed a special assessment for violating this provision, which assessment, if not paid by the Owner, shall become a lien on the Lot in accordance with the terms and provisions of the Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith. In the alternative, the Architectural Review Committee or the Association may record a cease and desist order against the Lot or Unit and post public notice thereof on the Lot or Unit and each and every Owner hereby consents to said recordation and posting and encumbrance of said Lot or Unit. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board according to procedures duly adopted by the Board.

C. Two (2) sets of plans, including plot plan, must be submitted to the Architectural Review Committee for approval prior to any work commencing on the Lot.

One set of plans will be retained by ARC.

D. The Owner shall not paint any portion of the exterior of any buildings or improvements without first obtaining the written approval of the paint color from the Architectural Review Committee.

E. Construction of a single family residence must commence within one hundred eighty (180) days from the date on which the Lot is conveyed to the owner. Construction must be completed within one (1) year from the date of the commencement of construction, unless said construction has been halted by an Act of God or force majeure such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. If the Owner fails to complete construction within one (1) year from the date of commencement of construction, then the Owner shall be assessed a special assessment by the Board for violating this provision, which assessment, if not paid by the Owner, shall become a lien on the Lot in accordance with the terms and provisions of the Declaration. The Owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith. In the alternative, the Architectural Review Committee or the Association may record a cease and desist order against the Lot or Unit and post public notice thereof on the Lot or Unit and each and every Owner hereby consents to said recordation and posting and encumbrance of said Lot or Unit. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board according to procedures duly adopted by the Board.

2.3 Residence Buildings.

A. No Lot and/or Unit in the Subdivision shall be used for any purpose other than single family residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided, not exceeding two (2) levels in cross section and not exceeding two (2) stories in height, (including decks and outdoor living areas) a private garage for not more than three (3) cars, and other accessories incidental to residential use of said Lots, such as swimming pools, bathhouses and/or gazebos. The front elevation should be fairly symmetrical, balanced, and well proportioned, and should include gables, double gables, and dormer windows where possible. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the

structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Architectural Review Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling, or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

B. The front of the home must include brick, stucco, cement fiber board, vinyl siding or other similar material, unless otherwise approved by the Architectural Review Committee. All painted exteriors must have at least two (2) coats of paint. Exterior materials, colors and finishes shall be installed or constructed in accordance with the Builder Guidelines and must be approved by the ARC prior to installation or construction.

C. All siding must be a minimum 4 1/2" to 5 1/2" profile lap wood, cement fiber board and/or vinyl unless otherwise approved by the Architectural Review Committee.

D. Square Footage.

1. The living area (heated and cooled space) of any residential dwelling, exclusive of eaves, steps, open porches and garages, shall be a minimum of 1350 square feet to a maximum of 4000 square feet for alley-served lots, and a minimum of 1350 square feet to a maximum of 4000 square feet for street-served lots.
2. Square footage will be measured to the outside of exterior walls (i.e. outside of brick, siding, stone, or stucco). Stairs and two-story spaces are counted only once, and A/C returns, pipe chases, fireplaces and non-structural voids are excluded. Spaces with ceiling height of less than six feet are excluded from square footage measurements.

E. Roofs.

1. The roof shape should be simple with a fairly steep pitch (12/12 pitch recommended) and a minimum roof pitch of 6/12, unless otherwise approved by the Architectural Review Committee. Standing seam metal (factory-finished steel, terne or copper), metal shingle, clay or concrete tile, or slate are subject to Architectural Review Committee approval. Composition shingles must be architectural grade such as GAF Timberline, Bird Architect, Elk Prestique II, or others of comparable quality. Roof colors must be in gray tones unless another color is approved by the Architectural Review Committee.
2. The location and design of all skylights and solar collectors are subject to Architectural Review Committee approval. Collectors must be of a flat profile and conform to the slope of the roof. All stack vents and attic ventilators shall be located on the rear slope of the roofs unless otherwise approved by the Architectural Review Committee.

3. All exposed metal or plastic roof accessories (such as stack vents, roof flashings, attic ventilators, metal chimney caps, skylight curbs, solar collector frames) shall match the color of the roofing material or shall be of a compatible color.
4. All residences shall be constructed with a nine (9') foot ground floor plate height. At least ninety (90%) percent of the ceilings on the ground floor shall not be less than nine (9') feet high.

F. Front Porch/Entry

1. Front porches are required on all houses. Porches should have a minimum depth of six (6') feet, and should have a width of 2/3rds the width of the house, but no less than fifty (50%) of the width of the house.
2. A minimum of one (1) step is required up to the front porch level, including the porch level.
3. Porch columns should be treated architecturally in an appropriate manner and use of brackets should be considered.
4. A glass transom area of approximately 12" x 36" is required above the entry door. Side lights are recommended. Use of beveled, etched, or stained glass material in the front door unit is recommended. The use of glass panels in front doors which do not contain side lights is required. A wall-mounted light fixture in keeping with the design of the house must be installed on the front porch area.

G. On fireplace chimneys enclosed chimney chases are encouraged.

H. ✓ Each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

I. No Owner or other occupant shall use or occupy his Lot and/or Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No Lot and/or Unit shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. Home offices are allowed and the owner or his tenant must comply with all City of Covington, Parish of St. Tammany and State of Louisiana requirements, rules and regulations.

J. It is expressly stipulated that the use of the Lot or Unit for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for

rent, lodging house, sanatorium, hospital, asylum or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, home office or other appurtenant out-building or structures approved by the Architectural Review Committee.

K. At no point along the perimeter of the house/garage slab shall the top of the finished floor elevation be less than twelve (12") inches above the natural grade (prior to filling or developing the lot). The minimum finished floor elevation of all residences shall be one (1') foot above the base flood elevation as established by the Federal Emergency Management Agency ("FEMA") in accordance with the rate map which is referenced on the final plat and/or any revised map. All lots are subject to the requirements of the City of Covington fill ordinance. The slab shall be veneered through the use of brick ledges or other approved detail; provided however, the slab or foundation shall not be exposed more than fourteen and one-half (14 ½") inches (vertical dimension) above the fill surrounding the base of the slab.

L. Windows

1. First and second floor windows should be vertically proportioned.
2. Period window styles, such as double hung casement windows, multi-paned windows, and window combinations or "groupings" are encouraged.
3. Arched openings over windows are encouraged. Window shutters, if used, are recommended to be one-half the width of the window.
4. Windows above a detached garage are not permitted on the side wall closest to an adjoining property.
5. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes.

M. Electric Meters

Electric house meters shall be located on the sides of houses and / or garages where practicable.

N. Floor Plan

1. In 1 and 1 ½ story homes, second floor dormer and gable windows should be functional where practicable and should provide additional light into two-story cathedral ceiling living and entry areas where possible.
2. Options may be provided for second story home offices above garages.
3. Window mounted or wall mounted heating or air-conditioning units are strictly prohibited on any improvements.

2.4 Temporary and Other Structures. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, awning, carport, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, camper, motor home, or recreational vehicle, shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure of a temporary character be used as a residence, either temporarily or permanently. No dwelling on any Lot in the Subdivision shall be occupied while in the course of construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure and any of the above named items, must be constructed in accordance with the Builder Guidelines.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and/or construction of any Improvements and/or sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

Builders may construct a model home on any Lot and/or Unit by complying with this Supplementary Declaration of Covenants and Restrictions and obtaining the approval of the Architectural Review Committee prior to construction. Further, the construction and the activities of the owner of the Lot and/or Unit, the builders, their agents, employees, contractors, subcontractors, successors, and/or assigns, shall be in compliance with the terms and conditions imposed from time to time by the Architectural Review Committee.

2.5 Garages. All Lots and/or Units shall have at a minimum a garage that is accessible and sized to accommodate two cars. Extended (extra long) garages are encouraged. Private garages shall load from the side, rear, or front of the Dwelling.

A. Attached street-served garages must be setback a minimum of five (5') feet

from the front facade of the house, which includes the porch.

- B. Driveway access into street-served garages must permit movement of one car in and out of the garage while another car is parked outside of the garage (20'L x 16'W pad). Alley-served garages should allow for storage of two cars outside of the garage (19'L X 16'W min. pad). Alley-served garages should incorporate a single 16' wide minimum door in lieu of two eight (8') foot wide doors in order to facilitate turning requirements.
- C. A common garage fixture with photocell is required in the alley for all alley-served garages.
- D. Alley-served garages must be connected to the main house via an open covered walkway or an enclosed connection.
- E. Plate heights for walls parallel to side property lines and which provide second story space above the garage are limited to a maximum of 4'-0" above the first floor plate heights.
- F. Front loading garages must be set back an additional five (5') feet from the front facade of the home. The garage shall not be flush with the front of the house.
- G. All garages must have a common garage door. This garage door shall be standard size unless otherwise approved by the ARC.
- H. Garages may be attached or detached from the Dwelling and must be fully enclosed.
- I. Carports are not allowed on Lots and/or Units in the subdivision.

2.6 Parking. No vehicle of any kind shall be parked on any portion of any Lot except the paved drive. Each individual Lot Owner shall provide for permanent parking of automobiles, boats, and trailers. No vehicle(s) owned or used by the Lot Owner or occupant shall be parked in the street. Each Lot shall have paved parking for a minimum of two (2) additional vehicles outside the garage. No driveway that is visible from the street shall be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

2.7 Signage. No signs or advertising device of any nature or kind shall be placed or kept on any Lot and/or Unit, unless otherwise approved by the Architectural Review Committee. One (1) sign of not more than nine (9) square feet advertising the Builder and/or the Property for sale or rent, may be used.

2.8 Streetscape.

A. Address Numbers. Address Numbers will be placed on the front of the house. All address numbers, including but not limited to their designs, colors, styles, types, sizes, and locations shall be in accordance with the restrictive covenants and the Builder Guidelines and shall be approved by the Architectural Review Committee.

B. Flagpoles. Flagpoles and flags to be displayed shall be in accordance with the Builder Guidelines and approved by the Architectural Review Committee. No permanently installed flagpoles in the ground are allowed.

C. Basketball Goals, Sports or Recreational Equipment. Basketball goals, sports or recreational equipment are permitted, but must be located on the driveway behind the front facade of the home or in an area otherwise approved by the Architectural Review Committee. Roof mounted basketball goals are prohibited. Basketball goals are prohibited in the streets and the alleys of the subdivision.

2.9 Lighting.

A. 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 Architectural Review Committee prior to installation.

B. Security Flood Lighting. Security Flood Lighting must not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the Dwelling with the exception that one security floodlight is acceptable in the front of the Dwelling directed toward the driveway. All Security Flood Lighting must be approved by the Architectural Review Committee prior to installation.

2.10 Receiving Devices, Sound or Mechanical Devices. No radio or television antennae, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot and/or Unit or upon the improvements of any Lot and/or Unit without the prior written consent of the Architectural Review Committee. However, a satellite dish of not more than twenty-four (24") inches may be placed on the service side of the home constructed on a Lot and/or Unit. Such placement and location must be approved by the Architectural Review Committee prior

to such placement or installation. Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Review Committee, and any guidelines in this regard shall be final.

2.11 Aircraft. There shall be no landing nor taking off of any form of aircraft, including helicopters of any form, in the Subdivision.

2.12 Nuisance. No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot and/or Unit in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the public.

2.13 Animals. No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot and/or Unit, except that dogs, cats or other common household pets (not to exceed three [3] animals per Lot) may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its excrement on any other Lot, street, or common area. All dogs, cats, and household pets shall not roam free unless they are within a fenced enclosure on the Lot and/or Unit.

2.14 Oil and Mining Operations. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious metals or minerals shall ever be erected, maintained, or permitted upon any Lot in the Subdivision. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.15 Removal of Dirt. Excepting for the purposes of actual construction upon any Lot, no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision; provided, however, that the Declarant, its successors, assigns or legal representatives, in carrying out the improvement and development of the Property, shall have the right to remove or add to any soil on any Lot in the Subdivision, and shall have the right of ingress and egress upon all Lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and to do any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are constructed to support the earth, the natural angle of response of the ground shall not be altered by excavation within five (5') feet of any boundary line of any Lot in the Subdivision

by other than a slope of one and one-half feet horizontal to one foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, its successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

2.16 Sightlines. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

2.17 Garbage and Refuse Disposal. All Lots and/or Units shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter. All garbage, trash, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot or Unit shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of Improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the Improvements, after which these materials shall either immediately be removed from the Lot and/or Unit, or stored in a suitable enclosure on the Lot and/or Unit. No garbage, trash, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or other waste matter of any kind shall be burned on any Lot.

2.18 Lot Maintenance. Each individual Lot Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds. In the event that the Owners fail to perform this obligation, then the Declarant, or the Board shall have the authority to have the Lots and/or Units properly cut or cleaned and shall be paid a reasonable charge for such services by the Owner of the Lot and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.19 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the Architectural Review Committee first shall have been obtained.

2.20 Driveways and Sidewalks.

A. Each Lot and/or Unit must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

B. Location of the driveway on the Lot must not interfere with the location of electrical transformers within servitudes along the various property lines of the Lot. No driveway shall be constructed without the prior written approval of the Architectural Review Committee as to its location. Said driveway shall be constructed in accordance with the setback areas designated herein and on the official plan of Subdivision.

C. Driveways shall be connected to a street and shall be constructed at a minimum of concrete or unit masonry. Concrete driveways shall have expansion joints not more than twenty (20') feet apart, with one joint at back of street. Driveways for street-served detached garages shall be no wider than 12' except as specifically required for access to garages. Driveways to street-served attached garages shall be no wider than 16' (not to encroach past any side property line extension); the driveway shall be at least four (4") inches

thick and shall be poured against a horizontal form board at its end toward the street curb.

Driveways must be broom finished and picture framed.

D. Sidewalks, walkways

1. It is the responsibility of each Contractor, Builder or Lot Owner, to install the sidewalk (4' in width) to City of Covington specifications, in front of each Lot and on the side of each corner Lot that requires a sidewalk, in order to obtain a Certificate of Occupancy.
2. A four (4') foot wide sidewalk within the street right-of-way and approximately one (1') foot from the front and side property lines shall be constructed by the Lot Owner on the front of lots 36 through 68 inclusive, and the side corners of lots 36, 46, 47, 57, 58 and 68. These sidewalks must have corners and grades that comply with ADA guidelines and regulations. All sidewalks must be broom finished and picture framed.
3. A three (3') foot wide minimum front sidewalk or walkway of a uniform design from the front porch to the street is required to be installed by the Lot Owner on the lots in the subdivision.
4. Sidewalks and walkways shall be constructed of material approved by the Architectural Review Committee. No walkway shall be closer than three (3') feet to the side yard. The Owner shall at all times maintain and keep said walkways in good condition and repair to the quality and type of the original construction and shall indemnify and hold harmless the Association for any causes of action, damages, claims, liability or monies spent, including attorney's fees, court costs and costs of defense, arising out of or in any way connected with the failure of the Owner to maintain the said walkways in good condition and repair as required herein.

E. The Lot or Unit Owner or their builder, contractor or representative, shall construct the driveway, including that part crossing the alley, in accordance with the Alley Driveway Crossing detail attached hereto as Exhibit "B".

F. The Lot or Unit Owner or their builder, contractor or representative, shall construct the sidewalk, including that part crossing the swale, in accordance with the Sidewalk and Swale Crossing detail attached hereto as Exhibit "C" and in accordance with the Swale Crossing Section detail attached hereto as Exhibit "D".

2.21 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. It is the responsibility of each Contractor, Builder or Lot Owner, to install the sewer clean-out at the tie in for each Lot, in order to obtain a Certificate of Occupancy.

2.22 Mail Receptacles. All mail receptacles will be cluster type mail receptacles. These mail receptacles will be constructed, placed and maintained on the designated areas of the street, alley or public right of way, or common areas within the subdivision. These cluster mail receptacles will be installed by the Declarant or the Developer or their

successors, designees, or assigns; or the Association, or its successors, designees, or assigns.

A charge, fee or amount will be collected from each Lot Owner to pay for the cost of the initial construction and installation of such mail receptacles. The Association, or its successors, designees or assigns, will maintain or repair or replace these mail receptacles and is authorized to assess the Owners for any and all costs associated therewith in accordance with these restrictions and with the provisions of the Declaration. In the event the Declarant, the Developer, or their successors, designees, or assigns; or the Association, or its successors, designees or assigns determines that mail receptacles will be installed, placed or maintained on the individual Lot and/or Unit, then such mail receptacles and the installation, placement and maintenance shall be in accordance with guidelines provided by the Architectural Review Committee from time to time. Specifications, colors, prices, place of purchase and installation area will be provided by the Architectural Review Committee before installation.

2.23 Fences and Privacy Walls.

It is mandatory that fences be erected on all alley served Lots and/ or Units. All fences must be built in accordance with the restrictions and the Builder Guidelines. No fence or wall shall be erected on said Lot and/or Unit on the front of that Lot and/or Unit. Chain link and aluminum fences as well as vinyl and wrought iron fences are prohibited. No fence or wall shall be constructed, placed, maintained or erected on any Lot and/or Unit without the prior written approval of the Architectural Review Committee as to the type of fence and its location, height, and type of material.

1. Side yard fencing must not extend forward from a line ten (10') feet back from the front facade line of the house. Side yard fencing for interior lots is limited to a maximum height of six (6') feet, shall be dog eared cedar picket, and shall be of a consistent design approved by the Architectural Review Committee. The good side of the fence is to face the public view.
2. Privacy structures and courtyard enclosures will not be restricted to the six (6') foot height limitation in terms of design, materials, and colors if they are an architectural extension of the dwelling and if they subscribe to front, side, and rear yard building setbacks for the subject Lot and/or Unit. The maximum height of a privacy structure shall be ten (10') feet.
3. Fencing along rear alleys shall be six (6') foot dog eared cedar picket fencing of a consistent height and design and set back as follows: (a) For Lots 36-68, inclusive, ten (10') feet from where the existing utilities are located in the rear of the lots; (b) for Lots 17-24, inclusive and Lots 69-88, inclusive, the fence can be installed to and along the

rear property line. Fencing shall meet minimum city, parish, state, and federal government code requirements for a swimming pool and spa enclosure. For all lots, the good side of the fence is to face the public view, with the exception that for that portion of the fence at the rear of Lots 17-24, inclusive, the good side of the fence shall face the interior of these lots.

2.24 Landscape Requirements and Restrictions. ALL LANDSCAPING AND INSTALLATION AND IMPROVEMENTS OR REMOVAL OF ANY EXISTING MATERIALS, TREES OR VEGETATION ON A LOT MUST COMPLY WITH THE CITY OF COVINGTON, LOUISIANA REGULATIONS OR ORDINANCES AND ANY AMENDMENTS OR SUPPLEMENTS THERETO.

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 specimen trees of not less than 2-1/2 inch 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 four hundred (400) square feet of one-fourth (1/4) of the land area of the Lot. This is a minimum requirement. The number of trees also will be determined by the size of the trees planted. Planting larger trees will reduce the total number required. Credit will be given for existing trees. Multi-trunk trees will have as a minimum 3-5 trunks, be 8-10 feet tall and have a 4-6 foot spread. One (1) tree of not less than two (2") inch caliper (diameter is measured twelve (12") inches above the ground) must be planted in the street shoulder approximately every fifty (50') lineal feet. Corner lots must have a minimum of two (2) street trees on the street side of the lot.

Example:

Lot Land Area:	5,500 square feet
1/4 Lot Land Area Equals:	1,375 square feet
Divide by 400 Equals the Minimum	
Number of Trees Required	3

2. Fifty percent (50%) of these trees must be planted in the front yard with a minimum number of two (2) trees planted in the front yard. The remaining fifty percent (50%) of these trees must be planted in the back yards.

3. The Owner must plant a minimum of thirty (30) shrubs (3 gallon in

size) of which seventy five percent (75%) must be planted in the front yard. Sizes of plant material will be based on criteria established in the "American Standard for Nursery Stock," by the American Association of Nurseryman, Inc., the latest edition. Based on a bed area of four hundred (400) square feet with thirty (30) three (3) gallon plants spaced thirty-six (36") inches on center, the following chart illustrates acceptable equivalent choices:

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

4. All front yards shall be one hundred percent (100%) solid sodded with centipede or equal grass to the edge of the paved portion of the right of way, including the swales and ditches.

5. Rear and side yards must be one (100%) percent solid sodded. All alley and / or street edges are to be solid sodded from the alley and / or property line.

6. On alley-served lots, the lot owner must screen electrical or other utility boxes with a minimum of four (4) three gallon wax myrtles. This screening must not interfere with the utility company's or companies' access to the electrical or utility boxes.

B. If the Lot or Unit Owner fails to install the landscaping or to comply with this Section 2.24 herein, then the Architectural Review Committee or 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 and/or Unit immediately upon the request therefor. If the Owner fails to pay said charge, then said charge shall become a lien and a special assessment and the Owner shall be responsible for paying the same and any costs and attorneys fees for collection thereof or associated therewith.

2.25 Drainage.

A. 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 that 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 Savannahs Phase 1 Drainage Plan prepared by Kelly McHugh and Associates, and the Site Grading Plan prepared by Kelly McHugh and Associates, which plans have been submitted by Developer to the City of Covington Planning Commission. Copies of said plans are also filed in the Official Records of the City of Covington, Louisiana and with the Architectural Review Committee.

B. 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 these 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.

C. The maximum slope of any and all Lots within the Subdivision shall be 4:1.

2.26 Swimming Pools, Hot Tubs, Patios, Decks.

A. Swimming pools, hot tubs, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision of Article II, Section 2.1, swimming pools, patios and decks shall not encroach onto building setbacks or easements.

B. Swimming pools, hot tubs, patios and decks shall be constructed in the ground and shall be at normal ground level. No above-ground pools shall be allowed.

C. A fence of a design approved by the Architectural Review Committee, and in compliance with the City of Covington, Louisiana and St. Tammany Parish, Louisiana regulations, shall completely enclose any swimming pool.

D. Swimming pools, hot tubs, patios, decks, and associated equipment, are to be kept out of the side yard and rear yard setback areas.

2.27 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

2.28 Multiple Lots.

A. 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 the 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.

B. 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 consent of the Declarant or the Architectural Review Committee.

ARTICLE III
LAKE RESTRICTIONS

3.1 Use of Boats. Boats shall not be permitted to use the waters within the Subdivision. Neither the Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.2 Fishing and Swimming.

A. Only catch and release fishing shall be permitted on the Waters in the Subdivision.

B. Swimming and scuba-diving shall not be permitted in any Waters in the Subdivision. No boating, wading or other water activities are permitted in any Waters in the Subdivision. Neither Declarant nor the Association shall be liable or responsible for any death, accident or injury as a result of violation of this restriction.

3.3 Other Prohibited Waterway Uses.

A. No dredging of the Waters shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.

B. No setting of traps or other obstructions in the Waters shall be conducted, allowed or permitted by the Owner, the Owner's guests or invitees.

C. Garbage and refuse disposal, as described in paragraph 2.18 herein, shall be prohibited in the Waters.

ARTICLE IV
**ADDITION OF EXISTING PROPERTY TO THIS SUPPLEMENTARY
DECLARATION**

Additional properties may be subjected to this Supplementary Declaration in the following manner:

4.1 Additions by the Declarant. In addition to the provisions contained in Article II of the Declaration, the Declarant shall have the right to subject to this Supplementary Declaration any additional property which lies within the land area represented by the Development Plan. Declarant does not warrant development of the land covered by the Development Plan, and Declarant is not required to subject any land, within the geographic boundaries of the Development Plan, to this Supplementary Declaration. Under no circumstances shall Declarant be obligated to subject any portion of the area covered by the Development Plan to this Supplementary Declaration or to develop such property, other than the property initially subjected to the Supplementary Declaration as of the date of recordation hereof. Declarant may, from time to time, subject all, or any part of, the land covered by the Development Plan to the provisions of this Supplementary Declaration. Upon request of the Federal Mortgage Agencies or the Association, the Declarant shall provide a statement that shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities. Said estimate shall not be binding upon Declarant. In any event, the Declarant shall provide to the Association written notice of such annexation when it occurs.

4.2 Other Additions. Additional land, other than as provided above, may be annexed to the Properties, and become a part thereof, upon approval of the Board of Directors of the Association.

4.3 The additions authorized under subsections 4.1 and 4.2 shall be made by complying with any requirements of the zoning ordinances of the City of Covington, Louisiana, if required, by filing of record one or more Supplementary Declarations with respect to the additional property and by filing with the Association the final plat for such additions.

4.4 The Declarant shall have the right to subject real property wholly owned by

Declarant and presently subject to this Supplementary Declaration to a Supplementary Declaration which otherwise imposes covenants, conditions, and restrictions on said property.

4.5 Deannexation. Declarant shall have the right to be exercised in its sole discretion at any time and from time to time to deannex any property owned by Declarant from the Association and the effects of this Supplementary Declaration by filing of record a Notice of Deannexation and giving notice thereof to the Board subject to the regulations set forth in the City of Covington, Louisiana Zoning Ordinances.

ARTICLE V **AMENDMENT OR TERMINATION OF DECLARATION**

This Supplementary Declaration may be amended or terminated, in whole or in part, as to all or any portion of the Properties subject hereto, at any time, as follows:

(a) Any amendment or termination may be effective if at least fifty-one (51%) percent of the Owners in Savannahs Subdivision, Phase 1, vote affirmatively therefore, along with the approval of the Board of Directors, together with evidence of the required Approvals which may be necessary under the Declaration or this Supplementary Declaration;

(b) Any provision which affects the rights or powers of the Declarant cannot be amended or terminated without the consent of Declarant;

(c) Any such amendment or termination shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or termination has been approved as hereinabove provided, and recorded in the conveyance records of St. Tammany Parish, Louisiana;

(d) Notwithstanding the above, the Declarant in its sole discretion, without the consent of the owners or the Board of Directors, may amend this Supplementary Declaration in any manner or for any other purpose, by recording the amendment in the conveyance records of St. Tammany Parish, Louisiana;

(e) Unless and to the extent amended or terminated as herein provided, all of the provisions of this Supplementary Declaration shall be

automatically renewed and shall remain in full force and effect with the beginning of each successive ten (10) year term after the Anniversary Date of this Supplementary Declaration;

(f) Upon and after the effective date of any amendment, it shall be effective and binding upon all persons, firms, and corporations then owning an interest in any Lot in or of the Properties to the same extent and effect as if set forth in this Supplementary Declaration, and shall run with and be appurtenant to the land and bind all persons holding by, through, or under any one or more of them.

**ARTICLE VI
SUPPLEMENTARY DECLARATION GOVERNED BY
THE DECLARATION**

Declarant hereby declares that any and all provisions set forth in this Supplementary Declaration are supplemental to all terms and provisions of the Declaration, and shall be governed and bound by therefore, including without limitation the following Articles of the Declaration: Article I - Definitions; Article II - Property Subject to this Declaration; Article III - Development of the Properties by Third Parties; Article IV - The Association; Article V - Right of Association Membership; Article VI - Covenant for Assessments; Article VII - Nonpayment of Assessments; Article VIII - Architectural Review Committee; Article IX - Repair and Maintenance; Article X - Of Common Areas; Article XI - Servitudes; Article XII - Use Restrictions and Owners' Obligations; Article XIII - Transfer of Real Property; Article XIV - Rights of Institutional Lenders and Public Agencies; Article XV - General Provisions.

THUS DONE AND PASSED, in multiple originals, in my office at Covington, Louisiana, on the day, month, and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the Declarant and me, Notary Public, after reading of the whole.

WITNESSES:

Rebecca Guglielmo
Rebecca Guglielmo
Kathie Watson
Kathie Watson

SAVANNAHS DEVELOPMENT CO., INC.

By: Jenneth C. Lopez
NAME: Jenneth C. Lopez
TITLE: President

Della J. Steinhauer
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE
Della J. Steinhauer

EXHIBIT "A"

RESOLUTION OF THE BOARD OF DIRECTORS OF
SAVANNAHS DEVELOPMENT CO., INC.
SAVANNAHS SUBDIVISION, COVINGTON, LA
RESTRICTIVE COVENANTS

RESOLVED, that Pursuant to the Articles of Incorporation of Savannahs Development, Co., Inc., as amended, filed with the Secretary of State for the State of Louisiana, and registered in the Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, (hereinafter the "Articles"), Kenneth Lopiccolo is the President of the Company, and is authorized to sell, exchange, lease, mortgage, pledge, alienate or encumber any immovable property owned by this company.

RESOLVED FURTHER, that by virtue of the Articles, Kenneth Lopiccolo is hereby authorized to execute the Declaration of Covenants, Conditions, and Restrictions for Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana ("Declaration") and the Supplementary Declaration of Covenants, Conditions, and Restrictions for Savannahs, Phase 1, ("Supplementary Declaration") and record the same upon property owned by this company within the State of Louisiana. Said property is located in Sections 45, T6S, R11E, St. Tammany Parish, Louisiana. Kenneth Lopiccolo is authorized, empowered, and granted the authority by the Articles to determine all of the specific terms, stipulations, and conditions of the Declaration and the Supplementary Declaration. Kenneth Lopiccolo is further authorized to enter into any other collateral agreements which are necessary in order to complete the Declaration and the Supplementary Declaration. Savannahs Development, Co., Inc. does hereby bind itself for all of the acts of its President concerning the signing of the Declaration and the Supplementary Declaration.

RESOLVED FURTHER, that the President and Secretary or other appropriate officers are authorized and directed to certify adoption of the foregoing resolution, to file such certificate with the Secretary of State, and to take all action necessary to effect the foregoing resolution.

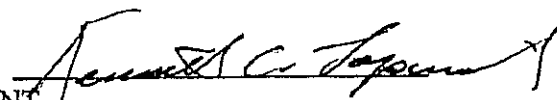
CERTIFICATE

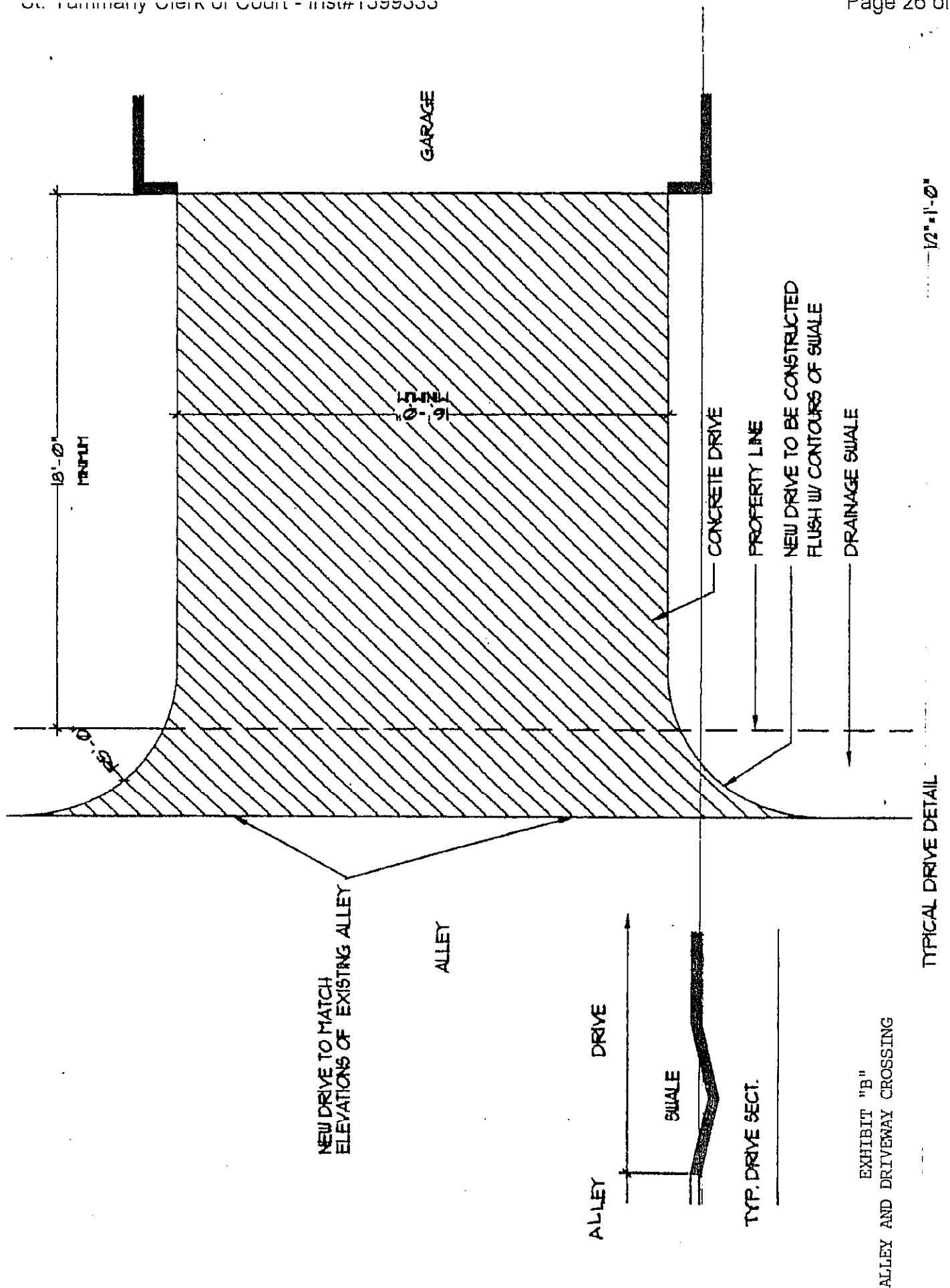
The undersigned hereby certifies that (i) he is Secretary of SAVANNAHS DEVELOPMENT CO., INC. (the "Corporation"), (ii) he has reviewed the records of the Corporation to have, or otherwise has, knowledge of the facts certified herein, and (iii) the foregoing resolution was properly adopted by at least a two-thirds (2/3) vote of all the shareholders of the Corporation at a special meeting held on October 21, 2003, and has not been subsequently revoked or otherwise modified.

Date: October 21, 2003



NAME: Charles D. Peterson
SECRETARY

ATTEST: 
PRESIDENT,
SAVANNAHS DEVELOPMENT CO., INC.



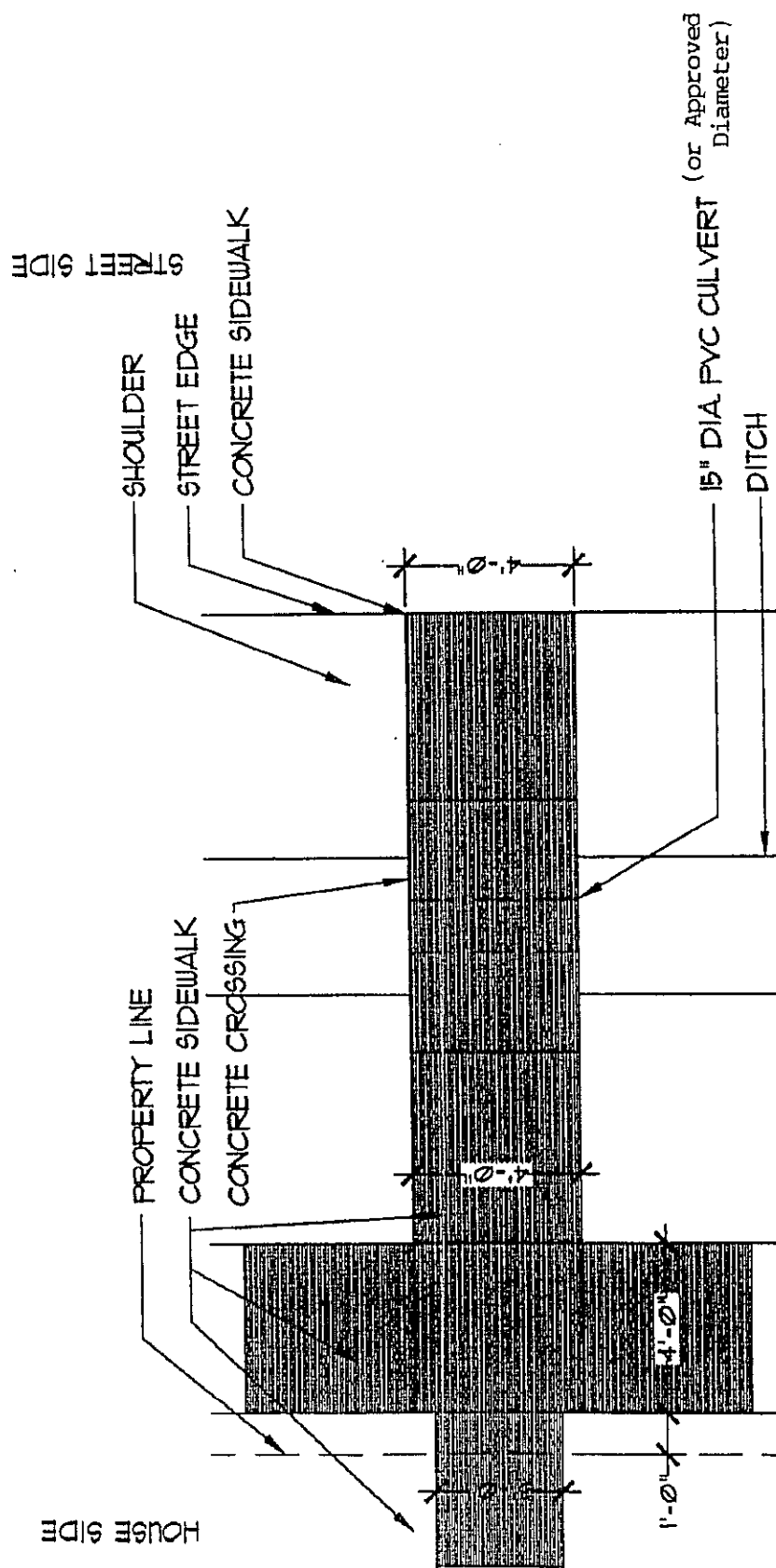
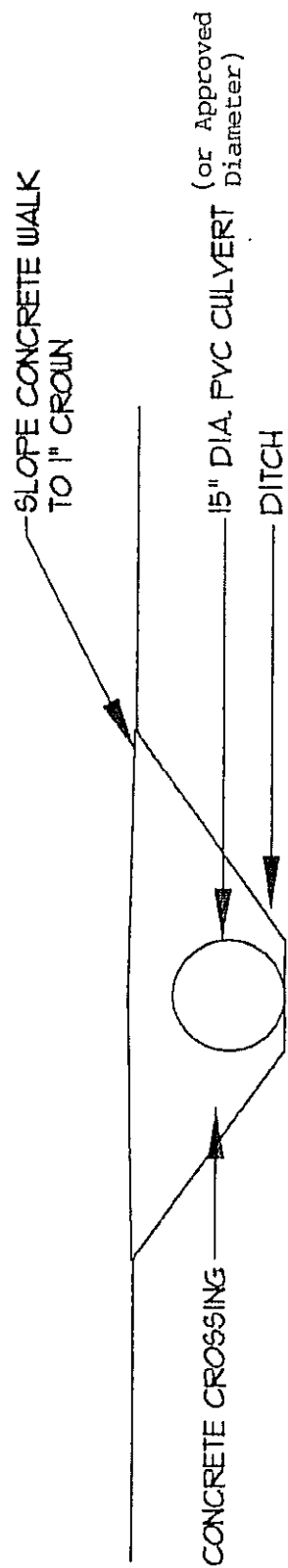
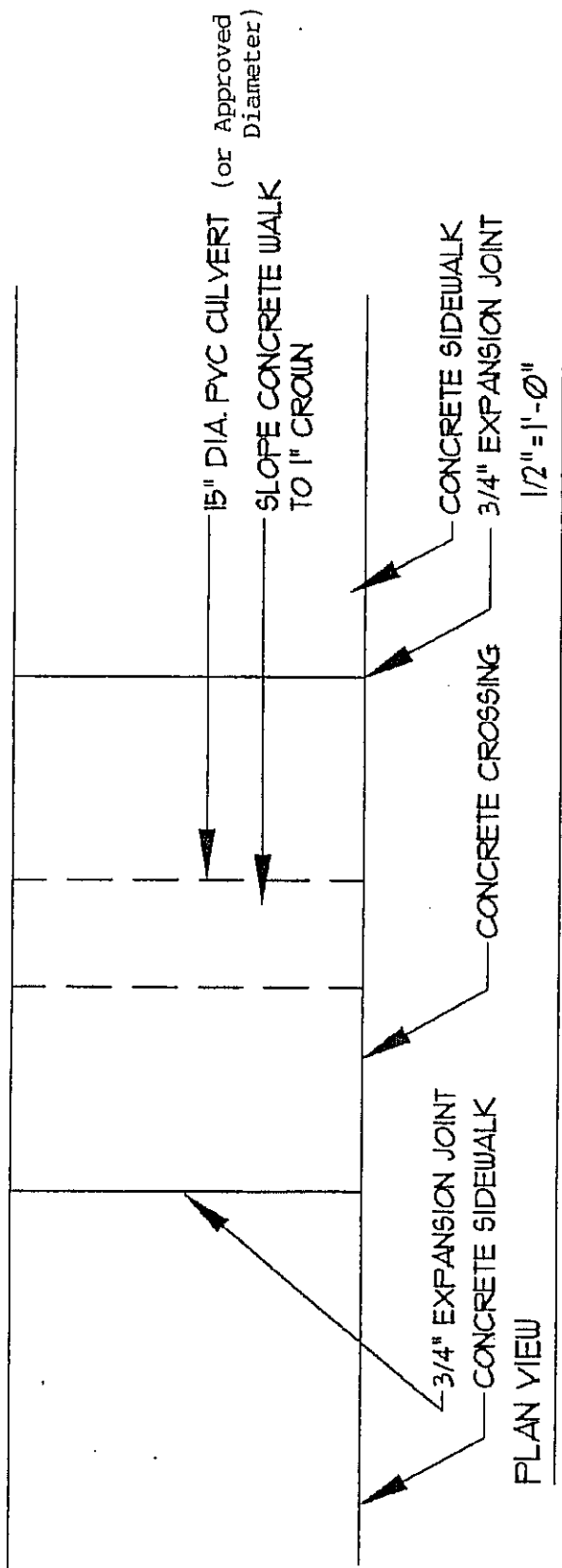


EXHIBIT "C"
SIDEWALK AND SWALE CROSSING

DETAIL FOR SWALE CROSSING



SIDE ELEVATION

1/2" = 1'-0"