

**SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SAVANNAHS PHASE 2B**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, That on the dates hereinafter set forth, personally came and appeared,

**CYNTHIA FORD SCHENCK, wife of/and CALVIN SCHENCK**, both persons of the full age of majority, their mailing address being 15416 Old Farms Road, Folsom, LA 70437; [Lot 91]

**CITIZENS BANK & TRUST COMPANY**, a Louisiana Banking Corporation, herein represented by Edward J. Braun, its president, whose mailing address is 222 N. New Hampshire Street, Covington, LA 70433; [Lots 89 & 94]

**DONALD R. TREECE and JANE THOMPSON TREECE**, both persons of the full age of majority, residents of the Parish of St. Tammany, State of Louisiana, their mailing address being 533 Branch Crossing Drive, Covington, LA 70435; [Lot 90]

**BEVERLY LeBLANC THEISEN, wife of/and TIMOTHY J. THEISEN**, both persons of the full age of majority, their mailing address being 537 Branch Crossing Drive, Covington, Louisiana 70433; [Lot 92]

**DONALD F. BLANCHARD**, a person of the full age of majority, his mailing address being 539 Branch Crossing Drive, Covington, Louisiana 70433; [Lot 93]

**LEE ROY JENKINS**, a person of the full age of majority, his mailing address being 37 Spruce Drive, Covington, Louisiana 70433; [Lot 95]

**R BAHAM CONSTRUCTION LLC**, a Limited Liability Company of Louisiana, herein represented by Rene J. Baham and Corliss Blanc Baham. Members of said Limited Liability Company, whose mailing address is 14 Oak Park Drive, Madisonville, Louisiana 70447; [Lots 96 & 102]

**DONALD LAWLEY JONES**, a person of the full age of majority, whose mailing address is 208 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 97]

**LOUIS J. TAUZIN and MAXINE S. TAUZIN, Trustees of the Louis J. & Maxine S. Tauzin Revocable Living Trust**, a Trust created under the laws of the State of Louisiana, the extract of which is duly recorded at Instrument No. 1314008 of the records of St. Tammany Parish, having a mailing address of 210 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 98]

**LAURA BURNAM RONZELLO, wife of/and RICKY ANGELO RONZELLO**, both being persons of the full age of majority and residents of the State of Louisiana, their mailing address being 21266 Stoneridge Drive, Loranger, Louisiana 70446; [Lot 99] **AND**

**MILLER BUILDING COMPANY, INC.**, a Louisiana corporation domiciled in Jefferson Parish, Louisiana, herein represented by its duly authorized President, Wayne P. Miller, having a mailing address of 2800 Hessmer Avenue, Suite A, Metairie, Louisiana 70002, **successor in interest to Laura Burnam Ronzello and Ricky Angelo Ronzello** [Lot 99];

**LISA CARDINALE DANTIN, wife of/and EARL J. DANTIN, III**, both persons of the full age of majority and residents of St. Tammany Parish, their mailing address being 213 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 100]

**MARY ELLEN HAYES BABIN**, a person of the full age of majority, her mailing address being 211 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 101]

**ANN H. HAMILTON**, a person of the full age of majority, her mailing address being 207 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 103]

**STEPHANIE L. STRAUER JENKINS wife of/and WILLIAM E. JENKINS**, both persons of the full age of majority, their mailing address being 205 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 104]

**REID MICHAEL ROUBION and ANNA ELIZABETH SMITH**, both persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, their mailing address being 203 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 105] and

**DR. AUBREYA NICOLE ADAMS**, a person of the full age of majority and resident of the Parish of St. Tammany, her mailing address being 201 Mallard Glen Drive, Covington, Louisiana 70435; [Lot 106]

Being hereinafter collectively referred to as "Declarants."

**WHO DECLARED AS FOLLOWS:**

**[Remainder of Page Left Intentionally Blank]**

**WHEREAS**, Declarants are the owners of certain real property situated within the City of Covington, in the Parish of St. Tammany, State of Louisiana, namely Savannahs, Phase 2B, Lots 89-106 inclusive, (hereinafter the "Subdivision"). This property is shown on the official plan of subdivision by Kelly McHugh & Associates, Inc., dated April 5, 2006, last revised May 8, 2006, Job No. 05-444, which plan of subdivision is filed in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, being Map File No. 4214, (hereinafter the "Property"); and

**WHEREAS**, Declarants state that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions, Savannahs Subdivision, City of Covington, St. Tammany Parish, Louisiana, dated October 22, 2003, and recorded on October 24, 2003, Instrument No. 1399322 (the "Declaration");

**NOW THEREFORE**, Declarants hereby declare 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.

**NOW THEREFORE**, Declarants hereby further declare 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 inure 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., 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 3, 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 89-93, inclusive is ten (10') feet.
- B. The minimum front building setback for street served lots, Lots 94-106, inclusive is fifteen (15') feet.
- C. 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.
- D. For corner lots, the minimum side yard setback on the street side is ten (10') feet.
- E. 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.
- F. 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. All residential construction plans must be approved by the Architectural Review Committee before construction commences.

D. Construction must be completed within one (1) year from the date of the commencement of construction (the "Construction Completion Period"). The one (1) year Construction Completion Period may be extended by reasonable periods of delay caused by force majeure such as Hurricane, Tornado, or Flood (but specifically excluding normal delays due to weather, scheduling, or other routine construction delays).

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.

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.

C. 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).
3. All residences shall be constructed with nine (9) foot ground floor plate heights. Ninety per cent (90%) of the ground floor ceilings shall be nine (9) feet or higher.

4. Front porches are required on all residences. Said front porches shall have a depth of at least six (6) feet from the front of the porch to the exterior of the front wall and a width that is at least equal to fifty per cent (50%) of the width of the residence at its widest point.
5. A minimum of one (1) step is required up to the front porch level, including the porch level.

D. Roofs.

1. The roof shape should be minimum roof pitch of 6/12, unless otherwise approved by the Architectural Review Committee. Composition shingles must be architectural grade. Roof material may include Standing Seam Metal (factory finished steel) subject to Architectural Review Committee approval.

E. On fireplace chimneys enclosed chimney chases are encouraged.

F. 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.

G. 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 include and include an appurtenant private garage building, home office or other appurtenant out-building or structures approved by the Architectural Review Committee.

H. 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.

I. Electric Meters.

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

J. Window mounted or wall installed air-conditioning units are prohibited on any portion of the structure unless it is placed so as not to be visible from the street or cause any interference with neighbors.

K. Each lot owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials, 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.

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.

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

- A. Front loading garages must be set back five (5') feet from the front façade of the home. The garage shall not be flush with the front of the house.
- B. All garages must have a common garage door. This garage door shall be standard size unless otherwise approved by the ARC.
- C. Garages may be attached or detached from the Dwelling and must be fully enclosed.
- D. 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 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.

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

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 Driveways and Sidewalks. 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.

2.17 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.

2.18 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.

2.19 Fences and Privacy Walls. It is mandatory that fences be erected on all alley served Lots and/or Units, being Lots – 89 - 93. 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, wire 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 of cedar wood, 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 for Lots 89 – 93 inclusive shall be six (6') foot of cedar wood fencing of a consistent height and design and can be installed to and along the rear property line. The fencing for each of Lots 94 – 106 inclusive shall be cedar wood and a consistent height on each individual lot of a minimum of four (4) feet and a maximum of six (6') feet and 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.

2.20 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. 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.
2. 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.
3. All front yards must have a minimum of two (2) Shade Trees. Corner lots must also have a minimum of two (2) trees along the side street of the lot.

2.21 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 2B 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.

2.22 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.

2.23 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.

2.24 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 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.

#### **ARTICLE V**

#### **AMENDMENT OR TERMINATION OF DECLARATION**

A. 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;

B. 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;

C. 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.

**[Reminder of Page Left Intentionally Blank]**

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

C.F.S

WITNESSES: Cherie Newbury  
Cynthia F Schenck  
Print Name: Cherie Newbury  
Ken Pfeifer  
Print Name: KEN PFEIFER

Cynthia Ford Schenck  
Cynthia Ford Schenck  
Calvin Schenck  
Calvin Schenck

THUS DONE AND SIGNED on this 3<sup>rd</sup> day of December 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:  
Ken Pfeifer  
Print Name: KEN PFEIFER  
Tara McCormick  
Print Name: Tara McCormick

CITIZENS BANK & TRUST COMPANY  
By: Laura L Brandt  
~~Edward J. Braun, President~~ Laura L. Brandt  
Vice President

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:  
Ken Pfeifer  
Print Name: KEN PFEIFER  
Alan Pfeifer  
Print Name: Alan Pfeifer

Donald R. Treece  
Donald R. Treece  
Jane Thompson Treece  
Jane Thompson Treece

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:  
Ken Pfeifer  
Print Name: KEN PFEIFER  
David A Ratliff  
Print Name: DAVID A. RATLIFF

Beverly LeBlanc Theisen  
Beverly LeBlanc Theisen  
Timothy J Theisen  
Timothy J. Theisen

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

[Signature]  
Print Name: KEN REIFER

[Signature]  
Donald F. Blanchard

[Signature]  
Print Name: DAVID A. RATLIFE

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

N/A  
Print Name: \_\_\_\_\_

See pg 13-A  
Lee Roy Jenkins

N/A  
Print Name: \_\_\_\_\_

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

R BAHAM CONSTRUCTION, LLC

N/A  
Print Name: \_\_\_\_\_

By: See page 13-A  
Rene J. Baham, Member

N/A  
Print Name: \_\_\_\_\_

By: N/A  
Corliss Blarc Baham, Member

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

LOUIS J. & MAXINE S. TAUZIN  
REVOCABLE LIVING TRUST

[Signature]  
Print Name: KEN REIFER

By: [Signature]  
Louis J. Tauzin, Trustee

[Signature]  
Print Name: Joan Reifer

By: [Signature]  
Maxine S. Tauzin, Trustee

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

N/A  
Print Name: \_\_\_\_\_

See page 13  
Donald F. Blanchard

N/A  
Print Name: \_\_\_\_\_

THUS DONE AND SIGNED on this 29 day of December, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

Erika Buras  
Print Name: ERIKA BURAS

Lee Roy Jenkins  
Lee Roy Jenkins

Stephanie M. Graham  
Print Name: STEPHANIE M. GRAHAM

THUS DONE AND SIGNED on this 29 day of December, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

Erika Buras  
Print Name: ERIKA BURAS

R BAHAM CONSTRUCTION, LLC  
By: Rene Baham  
Rene J. Baham, Member

Stephanie M. Graham  
Print Name: STEPHANIE M. GRAHAM

By: \_\_\_\_\_  
Corliss Blanc Baham, Member

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

N/A  
Print Name: \_\_\_\_\_

LOUIS J. & MAXINE S. TAUZIN  
REVOCABLE LIVING TRUST  
By: See page 13  
Louis J. Tauzin, Trustee

N/A  
Print Name: \_\_\_\_\_

By: N/A  
Maxine S. Tauzin, Trustee

THUS DONE AND SIGNED on this 4TH day of DEC., 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

[Signature]  
Print Name: KEN PFEIFER

[Signature]  
Laura Burnam Ronzello

[Signature]  
Print Name: Joan Pfeifer

[Signature]  
Ricky Angelo Ronzello

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

MILLER BUILDING COMPANY, INC.

N/A  
Print Name: \_\_\_\_\_

By: Intentionally Omitted  
Wayne P. Miller, President

N/A  
Print Name: \_\_\_\_\_

THUS DONE AND SIGNED on this 8TH day of DECEMBER, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

[Signature]  
Print Name: KEN PFEIFER

[Signature]  
Lisa Cardinale Dantin

[Signature]  
Print Name: DAVID A. RATLIFF

[Signature]  
Earl J. Dantin, III

THUS DONE AND SIGNED on this 8TH day of DECEMBER, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

[Signature]  
Print Name: KEN PFEIFER

[Signature]  
Mary Ellen Hayes Babin

[Signature]  
Print Name: DAVID A. RATLIFF

THUS DONE AND SIGNED on this 12TH day of DECEMBER, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

[Signature]  
Print Name: KEN PFEIFER

[Signature]  
Donald Lawley Jones

[Signature]  
Print Name: Joan Pfeifer

THUS DONE AND SIGNED on this 16<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

*Ken Pfeifer*  
Print Name: KEN PFEIFER

*Ann H. Hamilton*  
Ann H. Hamilton

*Joan Pfeifer*  
Print Name: Joan Pfeifer

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

Print Name: \_\_\_\_\_

Stephanie L. Strauser Jenkins

Print Name: \_\_\_\_\_

William E. Jenkins

THUS DONE AND SIGNED on this 8<sup>TH</sup> day of DECEMBER 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

*Ken Pfeifer*  
Print Name: KEN PFEIFER

*Reid M Roubion*  
Reid Michael Roubion

*David A. Ratliff*  
Print Name: DAVID A. RATLIFE

*Anna Elizabeth Smith*  
Anna Elizabeth Smith

THUS DONE AND SIGNED on this 20<sup>TH</sup> day of December 2010, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the undersigned Declarant(s), after reading of the whole.

WITNESSES:

*Joan Pfeifer*  
Print Name: Joan Pfeifer

*Aubrey Adams*  
Dr. Aubrey Nicole Adams

*Ken Pfeifer*  
Print Name: KEN PFEIFER



**ACKNOWLEDGMENT**  
(Individual/Declarant Acknowledgment)

PARISH OF ST. TAMMANY  
STATE OF LOUISIANA

BEFORE ME, the undersigned Notary Public, personally came and appeared Edward J. Braun, President of Citizens Bank & Trust Company, to me known to be the person who executed the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Savannahs Phase 2B, who being by me first duly sworn, did declare and acknowledge to me, notary, in the presence of the undersigned competent witnesses, that he executed said act as the duly authorized representative of Citizens Bank & Trust Company as his own free will and for the uses and purposes therein set forth.

In witness whereof said appearer, witnesses and I, notary, have hereunto signed in the presence of each other at COVINGTON, LA, Louisiana, on the 3RD day of DEC., 2010.

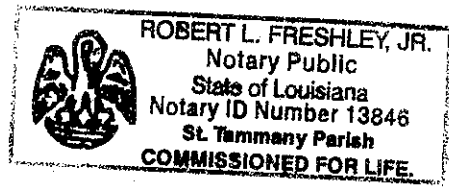
WITNESSES:

[Signature]  
Print Name: ED FRESHER

[Signature]  
~~Edward J. Braun, President~~ Laura L. Brandt,  
Citizens Bank & Trust Company Vice President

[Signature]  
Print Name: Tara McCormick

[Signature]  
NOTARY PUBLIC  
Print Name: ROBERT FRESHLEY  
Bar Roll/Notary I.D. No. 13846



**ACKNOWLEDGMENT**  
(Individual/Declarant Acknowledgment)

PARISH OF ST. TAMMANY

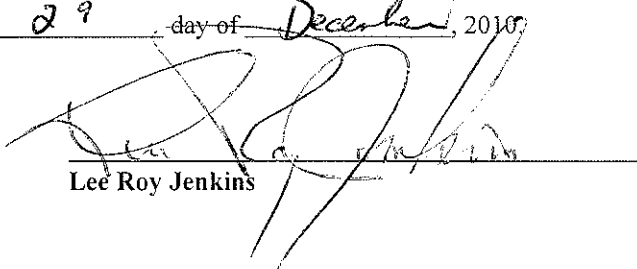
STATE OF LOUISIANA

BEFORE ME, the undersigned Notary Public, personally came and appeared **Lee Roy Jenkins**, to me known to be the person who executed the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Savannahs Phase 2B, who being by me first duly sworn, did declare and acknowledge to me, notary, in the presence of the undersigned competent witnesses, that he executed said act as his own free will and for the uses and purposes therein set forth.

In witness whereof said appearer, witnesses and I, notary, have hereunto signed in the presence of each other at Covington, Louisiana, on the 29 day of December, 2010.

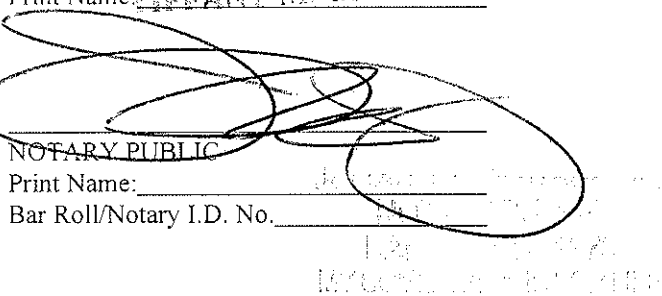
WITNESSES:

  
Print Name: ERIKA BURAS

  
Lee Roy Jenkins

  
Print Name: TIFFANY M. GRAHAM

NOTARY PUBLIC

Print Name: \_\_\_\_\_  
Bar Roll/Notary I.D. No. \_\_\_\_\_  


**ACKNOWLEDGMENT**  
(Individual/Declarant Acknowledgment)

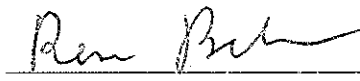
PARISH OF ST. TAMMANY  
STATE OF LOUISIANA

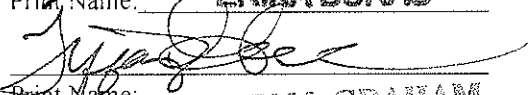
BEFORE ME, the undersigned Notary Public, personally came and appeared **Rene J. Baham and Corliss Blanc Baham, Members of R Baham Construction, LLC**, to me known to be the persons who executed the above and foregoing Supplementary Declaration of Covenants, Conditions and Restrictions for Savannahs Phase 2B, who being by me first duly sworn, did declare and acknowledge to me, notary, in the presence of the undersigned competent witnesses, that they executed said act as the Members of R Baham Construction, LLC as their own free will and for the uses and purposes therein set forth.


In witness whereof said appearers, witnesses and I, notary, have hereunto signed in the presence of each other at Covington, Louisiana, on the 29<sup>th</sup> day of December, 2010.

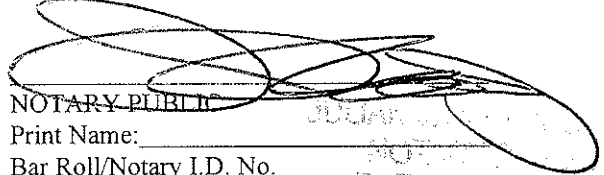
WITNESSES:

  
Print Name: ERIKA BURAS

  
Rene J. Baham

  
Print Name: TIFFANY M. GRAHAM

  
Corliss Blanc Baham

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Bar Roll/Notary I.D. No. \_\_\_\_\_  
JULIAN ...  
NOTARY ...  
BAR ...  
MY COLLEGE ...

**ACKNOWLEDGMENT**  
(Witness acknowledgment)

PARISH OF ST. TAMMANY  
STATE OF LOUISIANA

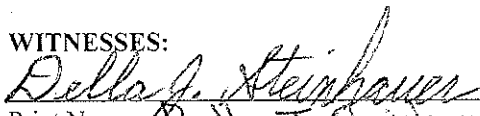
BEFORE ME, the undersigned Notary Public, personally came and appeared  
KEN PFEIFER, who first being by me sworn, did depose and say that he was one of the subscribing  
witnesses to the foregoing instrument; that the said instrument was signed by the following Declarants:

CYNTHIA FORD SCHENCK and CALVIN SCHENCK;  
DONALD R. TREECE and JANE THOMPSON TREECE;  
BEVERLY LeBLANC THEISEN and TIMOTHY J. THEISEN;  
DONALD F. BLANCHARD;  
DONALD LAWLEY JONES;  
LOUIS J. TAUZIN and MAXINE S. TAUZIN, Trustees of the Louis J. & Maxine S.  
Tauzin Revocable Living Trust;  
LAURA BURNAM RONZELLO and RICKY ANGELO RONZELLO;  
LISA CARDINALE DANTIN and EARL J. DANTIN, III;  
MARY ELLEN HAYES BABIN;  
ANN H. HAMILTON;  
REID MICHAEL ROUBION and ANNA ELIZABETH SMITH, and  
DR. AUBREYA NICOLE ADAMS

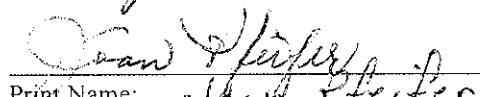
as their own free act and deed, for the uses and purposes therein set forth, in the presence of appearer and the  
other subscribing witness.

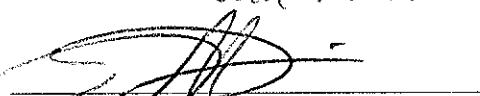
In witness whereof the said appearer has signed these presents before me in the presence of the  
undersigned competent witnesses on the 17<sup>th</sup> day of January, 2011.

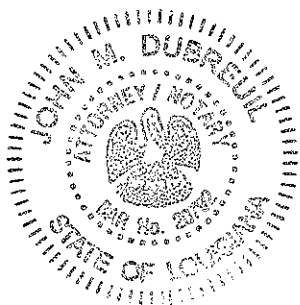
WITNESSES:

  
Print Name: Della J. Steinhauser

  
Appearer: Ken Pfeifer

  
Print Name: Joan Pfeifer

  
NOTARY PUBLIC  
Print Name: John M. Dubreuil  
Bar Roll/Notary I.D. No. 20792



JOHN M. DUBREUIL  
Notary Public, Bar No. 20792  
State of Louisiana  
My Commission Issued for Life

**RESOLUTION**  
**OF**  
**CITIZENS BANK AND TRUST COMPANY**  
Covington, Louisiana

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 105  
Instrmnt #: 1765882  
Registry #: 1982807 cbj  
04/28/2010 1:24:00 PM  
MB X CB X MI UCC

On motion duly made, seconded and unanimously adopted it was:

"RESOLVED that:

Edward J. Braun, President and Chief Executive Officer  
Louis D. Ross, Jr., Executive Vice President  
Laura L. Brandt, Vice President  
Stephanie C. Couture, Vice President and Chief Financial Officer  
Mark J. Graziani, Vice President

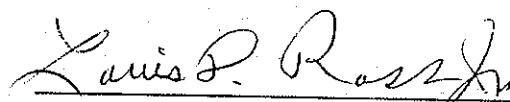
be and are hereby specially authorized and empowered for and on behalf of Citizens Bank and Trust Company, each individually and acting alone, to execute any sales, mortgages, rights of way, leases and/or documents affecting the property owned by Citizens Bank and Trust Company.

Each of the said officers is hereby specially authorized and empowered to execute any sales, whether for cash or on credit, on such terms and conditions as the said officer in his sole and uncontrolled discretion shall deem proper and advisable.

BE IT FURTHER RESOLVED, that each of the said officers be and is hereby authorized and empowered to appear before any notary public in the State of Louisiana to execute any sales, mortgages, rights of way, leases and/or any other document affecting the property owned by Citizens Bank and Trust Company, it being the intent of this resolution that each of the said officers be and is hereby fully authorized and empowered to act for and on behalf of Citizens Bank and Trust Company to carry out the intent of this resolution without any limitations whatsoever."

BE IT FURTHER RESOLVED, that any prior resolution granting the authority set forth herein is hereby rescinded.

I hereby certify that the above and foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the Board of Directors of Citizens Bank and Trust Company held at its Operations Center at 2160 Manton Drive, Covington, Louisiana on the 27th date of April, 2010, and that the above foregoing resolution has not been heretofore revoked or rescinded.



Louis D. Ross, Jr.  
Secretary of the Board of Directors

Date: April 27, 2010

STATE OF LOUISIANA PARISH OF ST. TAMMANY  
MALISE PRIETO CLERK OF COURT  
I certify that this instrument was filed and recorded  
Mar 25 2011 at 1:48 PM  
INST. # 1405982 of the official records.  
Ann Smotherman  
DEPUTY CLERK