



ARTICLES OF INCORPORATION

WHIPPOORWILL GROVE, INC.

ARTICLES OF INCORP

ARTICLES OF INCORPORATION
OF
WHIPPOORWILL GROVE, INC.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 31st day of May, 1988,

BEFORE ME, WILLIAM J. JONES, JR., a Notary Public, duly .
commissioned and qualified in and for the above named State and
Parish,

PERSONALLY CAME AND APPEARED:

DAVID GOODYEAR

who declared unto me, Notary, in the presence of the undersigned
competent witnesses residing in the State and Parish aforesaid,
that availing themselves of the provisions of La. R.S. 12:201,
et. seq. (i.e., the "Non-profit Corporation Law" of the State of
Louisiana) they have united to form, and do by these presents,
form and organize themselves as well as other such persons who
may hereafter join or become associated with them and their suc-
cessors and assigns, into a corporation in pursuance of said law
for the objects and purpose and under the covenants, stipula-
tions, and agreements of, and in accordance with, the following
ARTICLES OF INCORPORATION, to-wit:

ARTICLE I NAME

The name of this Corporation shall be:

WHIPPOORWILL GROVE, INC.

ARTICLE II PURPOSES

The general purpose for which this Corporation is formed and
business or objects to be carried on and promoted by it, are as
follows:

(a) To organize and operate a corporation, no part of the
net earnings of which is to inure to the benefit of any member or
other individual; and

(b) To acquire, own, manage and operate recreation areas
[and particularly the lakes and recreation facilities that are or
may be constructed or developed within the land described in
Article IX A] and facilities;

(c) In general, to engage in any lawful activity for which
corporations may be formed under La. R.S. Section 12:201, et.
seq., i.e., the "Non-profit Corporation Law" of the State of
Louisiana.

For the general purposes aforesaid, and without limiting the
generality thereof, this Corporation shall have all the powers
provided in La. R.S. 12:207 as same may be hereafter amended.

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ARTICLE III DURATION

The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE IV NON-STOCK BASIS, NON-PROFIT, MEMBERS NOT LIABLE

This Corporation shall be without capital stock and shall not be operated for profit. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation.

ARTICLE V REGISTERED OFFICE

The location and post office address of the registered office of this Corporation shall be:

Highway 1083
Route 2, Box 280
Bush, Louisiana 70431

The foregoing shall continue as the registered office of the corporation until changed by the Board of Directors in the manner required by law.

ARTICLE VI AGENTS FOR SERVICE OF PROCESS

The full name and post office addresses of the registered agents of this corporation for purposes of service of process shall be as follows:

William J. Jones, Jr.	Northlake Corporate Park 1000 Highway 190 Service Road Suite 103 Post Office Box 1268 Covington, Louisiana 70434
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David Goodyear	Highway 1083 Route 2, Box 280 Bush, Louisiana 70431
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ARTICLE VII INCORPORATOR

The full name and post office address of the incorporator is as follows:

David Goodyear	Highway 1083 Route 2, Box 280 Bush, Louisiana 70431
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ARTICLES OF INCORP

ARTICLE VIII DIRECTORS, OFFICERS

The number of directors of this corporation shall not be less than three (3) nor more than nine (9), and the full names and post office addresses of the directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified, are:

David Goodyear	Highway 1083 Route 2, Box 280 Bush, Louisiana 70431
Sally Goodyear	624 Massachussetts St. Covington, Louisiana 70433
Andrew Goodyear	3447 Camp Street New Orleans, Louisiana 70115

The qualifications, powers, duties, and tenure of the office of director and manner by which directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Corporation. Officers of this corporation shall be elected and shall serve as provided for in the By-Laws of the corporation.

ARTICLE IX CLASSES OF MEMBERSHIP

The corporation shall have one (1) class of membership. Certain provisions with respect to membership are set forth in this Article.

A. PERSONS ENTITLED TO MEMBERSHIP. PROPERTY DESCRIPTION

Subject to the other provisions hereof, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a any lot or parcel of ground in the following described property (wherein certain undeveloped land is situated and wherein Phase 1 of Whippoorwill Grove on Money Hill Subdivision is now or intended hereafter to be situated) shall, subject to the provisions of Section B of this Article, be entitled to become a member provided that such record owner of a fee interest in any of said lots or parcels must pay and continually keep current all membership fees and charges by this Corporation, said property being described as follows, to-wit:

That certain tract or parcel of land situated in Sections 14, 15, 22, 23 and 26, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, as shown on a survey by Land Surveying, Inc. dated April 29, 1988 and more particularly described as follows, to-wit:

From the Section corner common to Sections 13, 14, 23 and 24, Township 5 South, Range 12 East, run South 01 degrees 09 minutes east 2668.66 feet; thence South 01 degrees 17 minutes East 176.42 feet to the northwesterly line of Louisiana Highway No. 21, thence run along the northwesterly line of Louisiana Highway No. 21 South 38 degrees 43 minutes west 3419.06 feet to the northeasterly line of Fairgrounds Drive, thence run along the northeasterly line of Fairgrounds Drive in the following courses and distances:

North 51 degrees 35 minutes west 2348.23 feet;
thence along a curve to the right having a radius
of 1365.31 feet a distance of 336.65 feet; thence
north 37 degrees 27 minutes west 213.12 feet;
thence along a curve to the left having a radius
of 1911.91 feet a distance of 1005.71 feet;
thence north 67 degrees 36 minutes west 2073.75
feet; thence along a curve to the right having a
radius of 246.66 feet a distance of 170.22 feet;
thence along a curve to the right having a radius
of 2936.93 feet a distance of 159.79 feet, thence
along a curve to the right having a radius of
1501.11 feet a distance of 366.06 feet; thence
along a curve to the left having a radius of
1230.74 feet a distance of 375.04 feet; thence
north 34 degrees 39 minutes west 222.94 feet to
the intersection of Fairgrounds Drive and La.
Highway 1083;

Thence along the northeasterly line of La. Highway 1083 along the
following calls and distances,

thence along a curve to the left having a radius
of 756.20 feet a distance of 482.65 feet; thence
north 09 degrees 30 minutes west 726.91 feet;
thence north 07 degrees 46 west 411.84 feet;

Thence leaving the northeasterly line of La. Highway 1083 run
north 82 degrees 08 minutes east 3715.78 feet; thence north
1431.31 feet; thence east 4159.57 feet; thence south 2640 to the
point of beginning, being the section corner common to Sections
13, 14, 23 and 24, Township 5 South, Range 12 East containing a
total of 972.37 acres, more or less.

B. LIMITATION ON MEMBERSHIP.

Each record owner of Phase 1 of Whippoorwill Grove on Money
Hill Subdivision ("Whippoorwill Phase 1") and any other phases of
said subdivision which are located within the property described
in Section A of this Article shall be entitled to the rights set
forth in Section A of this Article. Record owners of any lot or
parcel which is not within a phase of said subdivision but is
within the property described in Section A of this Article, shall
only be entitled to the rights set forth in Section A of this
Article if Money Hill Plantation Ltd. Partnership grants such
rights to them through a sale or other instrument recorded in the
office of the Clerk of Court for St. Tammany Parish, Louisiana.

C. MEMBERSHIP PER LOT, DUES, CORPORATE AND OTHER OWNERS

There shall be one membership per lot and one vote per lot.
If the same person or the same such record owner owns more than
one lot, he shall pay additional dues and charges for each lot
owned. If a member is a group of persons, corporation, partner-
ship, trust or other legal entity, the Board of Directors shall
limit use of recreation facilities to one person (and their imme-
diate family and guests) per lot owned from said group of
persons, corporation, partnership, trust or other legal entity.

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ARTICLE X TERMINATION AND SUSPENSION OF MEMBERSHIP

Any membership can be terminated or suspended for non-payment of dues and charges made by the Corporation, or in the event that:

- A. The member is found guilty of a felony;
- B. The member's conduct or actions as determined by the Board of Directors) or that of his family or guests is such as to be seriously injurious to the property of the

Corporation or to the safety or well being of the other members, but no membership shall be permanently terminated without the member being notified in writing and given the opportunity to appear before the Board of Directors, and provided that any such permanent termination or suspension of membership shall be subject to reinstatement upon the written petition of a majority of the members. This right of petition for reinstatement is vested in the members even if members are not yet voting members under the provisions of these Articles.

ARTICLE XI VOTING RIGHTS

The members shall have all voting rights.

ARTICLE XII NUMBER OF VOTES REQUIRED

Unless the laws of the State of Louisiana, the Charter, or By-Laws require otherwise, a majority of votes actually cast by the members entitled to vote shall decide any matter brought before a members' meeting organized for the transaction of business except that directors shall be elected by plurality vote.

ARTICLE XIII DUES AND CHARGES

Members shall pay such dues and charges as the Board of Directors shall determine. Money Hill Plantation Ltd. Partnership ("MHP") or its successor or nominee shall pay dues and charges equal to the dues and charges applicable to one lot multiplied by the sum of the lots in Whipporwill Phase 1 and any other phase of such subdivision for which final approval has been granted by the St. Tammany Parish Regulatory Authorities.

ARTICLE XIV MEMBERSHIP FOLLOWS LOT

In the event any member sells, assigns, or otherwise conveys of record the ownership of any lot in which he holds the interest required for a member's membership, such membership shall automatically and ipso facto be transferred to the person or entity to whom such fee interest is conveyed, and the Board of Directors shall issue whatever documentation it shall deem necessary to evidence the membership of such new lot owner.

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ARTICLE XV RIGHT TO USE LAKES AND FACILITIES

Members and their spouses, their unmarried children and their guests shall have the use of the lakes that are or may be constructed in the property in Article IX A and any facilities belonging to or operated by the Corporation, subject to the provisions of these Articles and the By-Laws, and subject to such Rules and other Regulations as the Board of Directors may prescribe.

ARTICLE XVI PROXY FOR ABSENT DIRECTOR

Any director absent from a meeting of the Board or any Committee thereof, may be represented by any other director or member, who may cast the vote of the absent director according to the written instructions, general or special, of the absent director.

ARTICLE XVII AMENDMENT OF ARTICLES

This Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law for the amendment of Articles of Incorporation.

ARTICLE XVIII CAPTIONS AND HEADINGS

The captions and headings herein are for convenience only and shall not alter the meaning of the provisions hereof.

THUS DONE AND PASSED in my office in the City of Covington, State of Louisiana, on the day and date first above written, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Lana D. Matthews

Bernitha L. Sullivan

DAVID GOODYEAR

WILLIAM J. JONES, JR.
NOTARY PUBLIC



AMENDED

B Y L A W S

WHIPPOORWILL GROVE, INC.

June 17, 2022

WGI BY-LAWS

17th day of June, 2022

AMENDED BYLAWS
OF
WHIPPOORWILL GROVE, INC.

ARTICLES I

NAME AND LOCATION

Section 1.1. Name and Location. The name of this organization is as follows:

WHIPPOORWILL GROVE, INC.

Its principal office is initially located at:

Fire Protection District 9
80138 Hwy 1083
Bush, Louisiana 70431

ARTICLE II

DEFINITIONS

Section 2.1. WGI. "WGI", as used herein, means Whippoorwill Grove, Inc.

Section 2.2 The Lakes. The "Lakes" as used herein shall mean Crane, Heron, and Cormorant lakes and Egret and Loon Ponds.

ARTICLE III

MEMBERSHIP

Section 3.1 Membership. Certain matters relating to membership are set forth in the Articles of Incorporation. There shall only be one class of membership. All lot owners of Whippoorwill Grove, as described in the Act of Amendment to Dedication of Servitudes, Privileges and Restrictions of Whippoorwill Grove on Money Hill Subdivision are deemed to be members of Whippoorwill Grove, Inc.

WGI BY-LAWS

ARTICLE IV

MEETING OF VOTING MEMBERS

Section 4.1 Place of Meetings, Voting Membership. Meetings of the noting membership shall be held at the principal office or place of business of WGI or at such other suitable place convenient to the voting membership as may be designated by the Board of Directors.

Section 4.2. Annual Meetings. The annual meetings of the voting members shall be held on the third Saturday of May each year. The voting members may transact such business as may properly come before them.

Section 4.3. Special Meetings. It shall be the duty of the President to call a special meeting of the voting members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of the then voting members, having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each voting member of record, at his last known place of address, at least ten (10) but not more than sixty (60) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a voting member at any meeting of the voting members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 4.5 Quorum. The presence, either in person or by proxy, of voting members representing at least twenty percent (20%) of the then voting members of record, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of voting members. If the number of voting members at a meeting drops below the quorum and the question of a lack of quorum is raised no business may thereafter be transacted.

Section 4.6. Adjourned Meetings. If any meeting of voting members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.7. Voting. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the voting members are unable to agree on the manner in which the vote for such membership shall be cast on any particular issue, then such vote shall not be counted for purposes of deciding that question. A corporate member may vote by its president, any vice-president, secretary or treasurer, or by proxy appointed in writing by any such

WGI BY-LAWS

officers, unless some other person appointed by by-law or resolution of the board of directors to cast the corporate member's vote shall produce a certified copy of such by-law or resolution, in which case the other person shall be entitled to cast the vote. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. When members are entitled to vote in accordance with the Articles of Incorporation, no member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books of management accounts of WGI to be more than thirty (30) days delinquent in any payment due WGI.

Section 4.8. Proxies. A member may appoint any other person or the Developer as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of by the death of the member.

Section 4.9. Order of Business. The order of business at all regularly scheduled meetings of the voting members shall be as follows:

- (a) Roll call and certificates of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New Business.
- (h) Appointment of inspectors of election.
- (i) Report on Election of directors.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

DIRECTORS

Section 5.1 Number and Qualifications. The affairs of WGI shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not more than (9) natural persons, all of whom shall be members.

Section 5.2. Vacancies and Removal. A Director may be removed by a vote of the majority of the other Directors for any reason. Vacancies in the Board of Directors caused by any reason,

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including removal, shall be filled by the vote of the majority of the remaining Directors and such persons selected shall fill out the remaining term of the vacant Director.

Section 5.3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of WGI and may do all such acts and things as are not by law or by these by-laws directed to be exercised and done by members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

- (a) Care, upkeep and surveillance of Lakes and any recreation facilities and in a manner consistent with law and the provision of these By-laws;
- (b) Establishment, collection, use and expenditure of dues from the members and other revenues in a manner consistent with law and the provision of these By-laws;
- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the recreational areas and recreation facilities and to provide service for the members in a manner consistent with the law and the provisions of these By-laws;
- (d) Promulgation and enforcement of such rules and regulations and such restrictions on or requirements at may be deemed proper respecting the use and maintenance of Lakes and recreational facilities.

Section 5.4 Election and Term of Office. Once elected, each Director shall remain in office until a petition signed by at least twenty percent (20%) of the voting members is presented to the Secretary requesting that an election be held at the next annual meeting. All Directors in office on the date of this amendment or subsequently appointed by majority vote of the Board of Directors shall be deemed elected for purposes of this amendment. If a petition requesting an election is received by the Secretary, the nominating committee of the Board shall propose nominations from the membership a minimum of four (4) weeks prior to the election. Balloting shall be by mail only. There shall be no cumulative voting.

Section 5.5 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 5.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least three (3) days prior to the day named for such meeting.

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Section 5.7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 5.8. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 5.9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.10. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting if all the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLES VI

OFFICERS

Section 6.1 Designation. The principal officers of WGI shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. All the officers of WGI must be members of WGI. The Directors may appoint an assistant secretary and an assistant treasurer and such other position as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 6.2. Election of Officers. The officers of WGI shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 6.3. Removal of Officers. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

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Section 6.4. President. The President shall be the chief executive office of WGI. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of WGI.

Section 6.5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of WGI. He shall have custody of the seal of WGI; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6.7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping (or causing to be kept) full and accurate accounts of all receipts and disbursements in books belonging to WGI. He shall be responsible for the deposit (or causing the deposit) of all moneys and other valuable effects in the name, and to the credit, of WGI in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 7.1. Liability and Indemnification of Officers, Directors and Others. WGI shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action by or in the right of WGI) by reason of the fact that he is or was a Director, officer, employee or agent of WGI, against expenses (including attorney's fees) judgments, fines and amounts paid in settlement (if settlement has the prior approval of the then Board of Directors of WGI) actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of WGI, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; provided, however, that in case of actions by or in the right of WGI, the indemnity shall be limited to expenses (including attorney's fees) actually or reasonably incurred in connection with the defense or settlement of such action and no indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable for gross negligence or misconduct in

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the performance of his duty to WGI unless, and only to the extent that the Court shall determine upon application, that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or is equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of WGI and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

To the extent that a Director, officer, employee or agent of the Club has been successful on the merits, or otherwise, in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Expenses incurred in defending any such action, suit or proceeding may be paid by WGI in advance of the final disposition thereof if authorized by the Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director, officer employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by WGI as authorized in this Section.

Neither the officers, nor the directors, nor the members of WGI shall have any personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of WGI and WGI shall indemnify and forever hold each such officer, director and member free and harmless against any and all liability to others on account of any such contract or commitment.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which the person indemnified may be entitled under any agreement, authorization of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and such indemnity shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his heirs and legal representatives.

ARTICLE VIII

FISCAL MANAGEMENT

Section 8.1. Fiscal Year. The fiscal year of WGI shall begin on the first day of January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 8.2. Books and Accounts. Books and accounts of WGI shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied.

Section 8.3. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of WGI by either the President or Vice President or other person designated by the Board of Directors, and all checks shall be

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executed on behalf of WGI by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE IX

AMENDMENTS

Section 9.1. Amendments. These By-laws may be amended by the affirmative vote of a majority of the Board of Directors duly called. Amendment may be proposed by any member of the Board of Directors or by petition signed by voting members representing at twenty percent (20%) of the then total membership and delivered to the Secretary.

ARTICLE X

GUESTS

Section 10.1. Guests. Guests of members may use the recreation areas and facilities of WGI when accompanied by a member or his spouse or unmarried children, and upon registration, and upon the payment of such fees (if any) as the Board of Directors may prescribe.

ARTICLES XI

MISCELLANEOUS

Section 11.1. Committees. The Board of Directors may, from time to time, appoint such committees as it considers necessary or appropriate from the membership of WGI, each of which shall consist of a Chairman and at least two (2) other members. Any committee so appointed shall serve at the pleasure of the Board of Directors.

Section 11.2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these By-laws shall be given in writing.

Section 11.3. Severability. In the event any provision or provisions of these By-laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

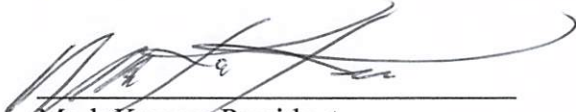
Section 11.4. Waiver. No restriction, condition, obligation, or provision of these By-laws shall be deemed to have been abrogated or waived by reason of any failure or failure to enforce the same.

Section 11.5. Captions. The captions contained in these By-laws are for convenience only and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-laws.


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Section 11.6. Gender, etc. Whenever in these By-laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

These amended By-laws have been adopted by unanimous vote of the Board of Directors on the 17th day of June, 2022.


Mark Krause, President


Abbie Munch, Director


Lou Luzynski, Vice-President/Treasurer


Joe Beale, Director



**ACT OF AMENDMENT TO DEDICATION
OF SERVITUDES, PRIVILEGES
AND RESTRICTIONS**

WHIPPOORWILL GROVE ON MONEY HILL SUBDIVISION

December 12, 2013

**ACT OF AMENDMENT TO DEDICATION
OF SERVITUDES, PRIVILEGES AND
RESTRICTIONS OF WHIPPOORWILL
GROVE ON MONEY HILL
SUBDIVISION**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

WHEREAS, the undersigned property owners are the record owners of certain land located in St. Tammany Parish, State of Louisiana, more particularly described as Phases 1 - 6 of Whippoorwill Grove on Money Hill hereof; and

WHEREAS, the undersigned property owners desire to provide for the preservation of the values and amenities in said subdivision and for the maintenance of certain roadways, drainage and utility easements, lakes, ponds, levees, entrance signs, boat launches, open spaces and other facilities; and to this end desire to subject the real property hereof to the servitudes, privileges and restrictions hereinafter set forth for the benefit of said property owners and the subsequent owners thereof; and

WHEREAS, the undersigned property owners of lots in Phases 1 - 6 have deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to continue to use the Homeowners Association, which has been charged with maintaining and administering the roadways, lakes, ponds and their associated dams, levees, open spaces and other facilities, for administering and enforcing these servitudes, privileges and restrictions and assessing and paying the charges and collecting assessments as addressed in other corporate documents; and

WHEREAS, the current undersigned property owners declare that Whippoorwill Grove, Inc. (WGI) will continue to be the Homeowners Association and be a Louisiana Non-Profit Corporation without capital stock for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE the undersigned property owners hereby declare that the real property described by maps of phases 1 - 6 hereof is and shall be held conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the revised servitudes, privileges and restrictions (hereafter referred to as the "Amended Act of Dedication") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of all property owners and be enforceable by the Homeowners Association and/or the property owners, its successors and assigns and any person acquiring or owning an interest in said property and improvements.

NOW, THEREFORE, BE IT KNOWN AND REMEMBERED that the undersigned property owners, being a majority of the lot owners of Whippoorwill Grove on Money Hill Subdivision, Phases 1 - 6, and pursuant to the provisions of paragraph IX. Section 9.1 of the DEDICATION OF SERVITUDES, PRIVILEGES, AND RESTRICTIONS OF WHIPPOORWILL

COVENANT AMENDMENT

GROVE ON MONEY HILL SUBDIVISION, dated May 31, 1988 before William J. Jones, Jr, Notary Public and recorded at COB 1344, folio 549 of the official records for the Parish of St. Tammany, do, by affixing their signatures to this document, and hereby amend the said DEDICATION OF SERVITUDES, PRIVILEGES, AND RESTRICTIONS OF WHIPPOORWILL GROVE ON MONEY HILL SUBDIVISION, dated May 31, 1988 before William J. Jones, Jr, Notary Public and recorded at COB 1344, folio 549 of the official records for the Parish of St. Tammany in the following particulars:

PARAGRAPH F is amended to read as follows:

“PARAGRAPH F

All of the lot owners in Whippoorwill Grove on Money Hill Subdivision, and all the lot owners in the intended Additional Phases and all the owners of parcels or lots in the Designated Property shall be deemed to be a member of Whippoorwill Grove, Inc. and have or may have rights to the Lakes, subject to, and as provided in the donation of same, and all said parcels and lots in Whippoorwill Grove on Money Hill Subdivision, and all the lots in the intended Additional Phases and all the parcels or lots in the Designated Property, shall be subject to, and as provided in, the Articles of Incorporation, By-Laws, and Rules and Regulations of Whippoorwill Grove, Inc. (“WGI”), as same may be amended from time to time. Such Articles of Incorporation, By-Laws, and Rules and Regulations of Whippoorwill Grove, Inc. may include, but will not be limited to, financial assessments as may be stipulated in accordance with provisions therein. WGI is a non-profit Louisiana Corporation.”

In all other respects, the existing DEDICATION OF SERVITUDES, PRIVILEGES, AND RESTRICTIONS OF WHIPPOORWILL GROVE ON MONEY HILL SUBDIVISION, as same have been amended over time, are hereby declared to remain in full force and effect, except as to include the amendment herein.

This amendment is entered into pursuant to the provisions of LSA-R.S. 9:1141.6A.

We the undersigned majority of the lot owners of Whippoorwill Grove on Money Hill Subdivision do hereby agree to the amendment of the DEDICATION OF SERVITUDES, PRIVILEGES, AND RESTRICTIONS OF WHIPPOORWILL GROVE ON MONEY HILL SUBDIVISION, dated May 31, 1988 before William J. Jones, Jr., Notary Public and recorded at COB 1344, folio 549 of the official records for the Parish of St. Tammany, as amended, to serve as occasion may arise.

COVENANT AMENDMENT

85
86 Thus done and signed by each party hereto on the date listed with each signature in the
87 presence of the undersigned witnesses.
88
89
90

91
92 WITNESSES:

OWNERS:

93 PHASE# _____ LOT # _____
94
95
96

97
98 _____
99 Print Name:

100 Date signed: _____
101
102

103
104 _____
105 Print Name:

106 Date signed: _____
107
108

This document was signed by the individual lot owners at the time and was filed with the St. Tammany Clerk of Court's office – December 12, 2013. Below is the recording information.

St. Tammany Parish 28
Instrument #: 1925856
Registry#: 2277443 bdf
12/12/2013 4:05:00 p.m.
MB CB X MI UCC



**ACT OF RESTRICTIVE COVENANTS
AND
ESTABLISHING SERVITUDES**

WHIPPOORWILL GROVE ON MONEY HILL, PHASE 3

June 17, 1993

ACT OF RESTRICTIVE COVENANTS

UNITED STATES OF AMERICA

AND

ESTABLISHING SERVITUDES

PARISH OF ST. TAMMANY

FOR WHIPPOORWILL GROVE ON
MONEY HILL, PHASE 3

STATE OF LOUISIANA

BE IT KNOWN, That on this 17th day of June, 1993, BEFORE ME, HOWARD R. FUSSELL, a Notary Public duly commissioned and qualified in and for the State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED:

MONEY HILL PLANTATION LTD. PARTNERSHIP ("Appearer") a Partnership whose Articles are recorded in Misc. Book 61 folio 299 of the records of St. Tammany Parish, Louisiana, herein represented by David Goodyear, a general partner, and by Money Hill Management, Inc., a Rhode Island Corporation and also a general partner, which corporation is represented herein by David Goodyear, its President, duly authorized by a resolution of the Board of Directors dated August 26, 1987, recorded COB 1317 folio 939 of the records of St. Tammany Parish, Louisiana.

who declares that it is the owner of the following described property:

All of Whippoorwill Grove on Money Hill, Phase 3, as shown on a subdivision plan by Land Surveying, Inc., dated May 17, 1993, consisting of 55 lots situated in Sections 14 and 23 of Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, which subdivision plan is recorded in the office of the Clerk of Court, St. Tammany Parish.

Appearer does further declare that Appearer desires to impose certain restrictive covenants on the lots as shown on the aforesaid plan of subdivision.

Appearer therefore does hereby create and establish certain restrictive covenants on the lots in the subdivision known as Whippoorwill Grove on Money Hill, Phase 3, in accordance with the aforesaid plan, and which said restrictive covenants are contained in "Act of Dedication of Servitudes, Privileges, And Restrictions of Whippoorwill Grove on Money Hill Subdivision" passed before William J. Jones Jr., Notary Public, on May 31,

{phase3.amd}
06-15-93/hrf:mg

1988, which is recorded in COB 1344 Folio 549 of the records of the Clerk of Court of St. Tammany Parish, Louisiana, all of the provisions thereof being hereby incorporated herein as fully as though copied herein in extenso, but with the following modifications for Whipoorwill Grove on Money Hill, Phase 3:

Article III Dwelling Size, Section 3.1, is modified to make the same read as follows:

Section 3.1. Minimum Dwelling Size. No dwelling shall be permitted on any lot unless it meets the following minimum area requirements:

Single Story Structure	2250 sq. ft.
Two Story Structure	2500 sq. ft.
Two and one-half Story	2600 sq. ft.

Article X is modified for Whipoorwill Grove on Money Hill, Phase 3, to add the following:

Section 10.3. The keeping of horses or other livestock is not allowed on a single lot, but shall be allowed where one owner owns two or more contiguous lots; PROVIDED THAT said horses or other livestock shall not be kept in unsightly surroundings and that their maintenance in the subdivision shall not amount to a nuisance.

Section 10.4. No material whatsoever may be moved onto a lot unless a proper culvert has been installed.

It is the intention of Appearer that Whipoorwill Grove on Money Hill, Phase 3, shall be included as a part of the whole for all purposes in the act recorded at COB 1344, folio 549, as modified hereinabove, and will in no case or for no purpose be treated as a separate subdivision.

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

WITNESSES:

Karen A. Taylor

Michael Green

MONEY HILL PLANTATION LTD. PARTNERSHIP

BY: [Signature]
DAVID GOODYEAR, GENERAL PARTNER

AND BY

MONEY HILL MANAGEMENT INC., A GENERAL
PARTNER HEREIN REPRESENTED BY:

[Signature]
DAVID GOODYEAR, PRESIDENT

Howard R. Fussell
Howard R. Fussell
Notary Public



**ACT OF DEDICATION OF SERVITUDES
PRIVILEGES AND
RESTRICTIONS
OF
WHIPPOORWILL GROVE ON MONEY HILL SUBDIVISION
May 31, 1988**

WGI COVENANTS

ACT OF DEDICATION OF SERVITUDES,
PRIVILEGES, AND RESTRICTIONS

OF
WHIPPOORWILL GROVE ON MONEY HILL
SUBDIVISION

.....

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

--ooOoo--

PARAGRAPH A.

BE IT KNOWN, THAT ON THIS 31st day of May, 1988,

BEFORE ME, WILLIAM J. JONES, JR., a Notary Public
commissioned and sworn, in and for the Parish of St. Tammany,
State of Louisiana, therein residing, and in the presence of the
witnesses hereinafter named and undersigned,

PARAGRAPH B.

PERSONALLY CAME AND APPEARED:

MONEY HILL PLANTATION LTD. PARTNERSHIP ("Appearer") a
Partnership whose Articles are recorded in Misc. Book 61
folio 299 of the records of St. Tammany Parish, Louisiana,
herein represented by David Goodyear a general partner and
by Money Hill Management, Inc. a Rhode Island Corporation,
and also a general partner which corporation is represented
herein by David Goodyear its President duly authorized by a
resolution of the Board of Directors dated the 26th day of
August, 1987, recorded COB 1317 folio 939 of the
records of St. Tammany Parish, Louisiana.

who declares that it is the owner of the following described
property:

All of Whippoorwill Grove on Money Hill Subdivision as shown
on a subdivision plan by Land Surveying, Inc. dated
September 16, 1987 consisting of 102 lots situated in
Sections 22, 23, and 26 of Township 5 South, Range 12 East,
St. Tammany Parish, Louisiana, which subdivision plan is
recorded as Map File 983B in the office of the Clerk of
Court and was filed on the 26th day of May, 1988.
(NOTE: Although this subdivision plan does not designate
this as "Phase 1" of said subdivision, it is anticipated
that there might be additional phases of said subdivision,
and, if there are additional phases, then this subdivision
will effectively be Phase 1 on Whippoorwill Grove of Money
Hill Subdivision)

PARAGRAPH C.

Appearer also owns other property in the vicinity of the
property described in paragraph B some of which appearer intends
to, or is in the process of, developing as additional phases
("Additional Phases") of Whippoorwill Grove on Money Hill
Plantation Subdivision, and some of which ("Designated Property")
Appearer may hereafter develop or sell or alienate.

PARAGRAPH D.

Appearer is not obligated to, but reserves the right to,
subject all of the Additional Phases and/or the Designated
Property to the following or similar provisions, and appearer
shall have the right to adopt by reference the provisions hereof

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with respect to any Additional Phases and/or the Designated Property. In the event that Appearer completes development and final approval of Additional Phases or, in the event Appearer sells off parcels or obtains final approval of a subdivision plan within the Designated Property, and if Appearer subjects such Additional Phases or parcels to the following or similar provisions, then there shall be only one Architectural Control Committee (as hereafter set forth) for all the lots in all phases of Whippoorwill Grove on Money Hill Subdivision, and for all of the lots or parcels within the Designated Property.

PARAGRAPH E

Appearer has constructed man-made lakes known as Crane and Heron Lakes and Egret Pond (collectively, the "Lakes") and the Lakes and their dams and areas for a boat launch facilities will be donated by appearer to Whippoorwill Grove, Inc. ("WGI").

PARAGRAPH F

All of the lot owners in Whippoorwill Grove on Money Hill Subdivision, and all the lot owners in the intended Additional Phases and all the owners of parcels or lots in the Designated Property have or may have rights to the Lakes, subject to, and as provided in said donation, and subject to, and as provided in, the Articles of Incorporation, By-Laws, and Rules And Regulations of Whippoorwill Grove, Inc. ("WGI"), as same may be amended from time to time. WGI is a non-profit Louisiana Corporation.

PARAGRAPH G

Appearer does by these presents place the following Building Restrictions or Restrictive Covenants upon said 102 lots in Whippoorwill Grove on Money Hill Subdivision, which shall be servitudes and covenants running with the land and running in favor of the lot owners in said subdivision, and in favor of the Parish of St. Tammany, State of Louisiana, now and in the future, and appearer does hereby create and dedicate the servitudes hereafter set forth on said subdivision. All property in said subdivision shall be subject to the servitudes, privileges, restrictions and covenants hereinafter set forth, which shall all be servitudes and covenants running with the land.

ARTICLE I RESIDENTIAL USE RESTRICTIONS

Section 1.1. Land Use, Heights Limitation. All lots shall be used for private residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height and buildings accessory to a single family residence such as a private garage or carport (for not more than three cars), barns, stables, cabanas, gazebos and greenhouses. No house shall exceed 36 feet in height, measured from the finished floor elevation to the highest point of the roof. Without in any way limiting the foregoing, the only residences permitted shall be single family residences, and only one single family residence shall be permitted on each lot, and no multi family, condominiums or townhouses shall be permitted on any lots. No mobile homes shall be permitted on any lot for any purpose.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE
PLANS AND SPECIFICATIONS

Section 2.1 Architectural Control Committee. The Architectural Control Committee hereby created is composed of David Goodyear, Sally Goodyear and Marjorie Simmons. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members or the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time after 95 of the lots in Whippoorwill Grove of Money Hill Plantation Subdivision have been sold to individual purchasers, the then record owners of the majority of lots in Whippoorwill Grove of Money Hill Plantation Subdivision and the Additional Phases and the Remainder Land shall have the power, through a duly recorded written instrument, to change the membership of the committee. Nothing herein shall prohibit the first members of said committee or their successors from sooner resigning, and leaving the responsibility of the committee to the lot owners in all the then phases of Whippoorwill Grove of Money Hill Subdivision and the owners of the Remainder Land.

Section 2.2 Submission of Plans and Specifications. No building or structure shall be erected, placed or altered on any lot in this subdivision until the construction plans and specifications and plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to exterior materials, and harmony of external design with existing structures.

Section 2.3 Disposition of Plans and Specs. Address. Upon approval by the Architectural Control Committee of any plans and specifications submitted, a copy of such plans and specifications, as approved, shall be deposited among the records of such Committee to be kept for at least three years, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant. The address of the Architectural Control Committee shall be Route 2, Box 280, Bush, Louisiana 70431, until changed by the Architectural Control Committee.

Section 2.4. Commencement and Completion of Work. Deviations From Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall commence within six (6) months following the date upon which the said plans were approved, and shall be substantially completed substantially in accordance with the approved plans and specifications within twelve (12) months following the date of commencement. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be exclusively deemed to have lapsed and compliance with the provisions of the covenants shall again be required. There shall be no substantial deviations from plans and specifications approved by the Architectural Control Committee without prior consent in writing of the Committee.

Section 2.5 Time to Review Plans and Specs. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30

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days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 2.6 Other Powers; Rules & Regulations. The Committee shall have such other power and authority as may be granted to it herein. Additionally, the Committee shall have the authority from time to time to adopt and promulgate rules and regulations regarding plans and specifications and all other matters it has the authority to act upon under this Act of Dedication of Servitudes, Privileges and Restrictions.

ARTICLE III DWELLING SIZE

Section 3.1. Minimum Dwelling Size. No dwelling shall be permitted on any lot unless it meets the following minimum area requirements,

Single Story Structure	1,700 sq. ft.
Two Story Structure	2,000 sq. ft.
Two and one-half Story	2,500 sq. ft.

Section 3.2 Computation of Area. The area requirements in Section 3.1 shall be of heated and/or cooled living area, and shall be exclusive of open porches, garages and car-ports.

ARTICLE IV BUILDING LOCATION

Section 4.1 Front Setback, Side Street Setback. No building or structure shall be located nearer than 50 feet from the front property line. When a lot has frontage on two or more streets, no building or structure shall be located more than thirty feet from any side street line.

Section 4.2 Interior Side Setback. No building or structure (other than fences which are governed by Article V) shall be located nearer than twenty (20) feet to any interior lot line.

Section 4.3 Rear Setback. Subject to the provisions of Section 7.2 relating to lots fronting on the Lakes, the rear setback line shall be 25 feet, and no building or structure (other than fences which are governed by Article V) shall be placed on any lot nearer the rear lot line than said rear setback line.

Section 4.4 Definition of Structure. Unless otherwise provided herein, the word structure shall mean any building or improvement that extends more than one foot above ground level, provided that stone, brickwork, woodwork and fountains used for landscaping and gazebos shall be excepted if their size, design, materials, and placement are approved by the Architectural Control Committee.

ARTICLE V FENCES, TENNIS COURTS, SIGHT DISTANCES AT INTERSECTIONS

Section 5.1 Fences Approved by Architectural Control Committee. All fences (including all fences and matters referred to in this Article) must be approved in writing by the Architectural Control Committee in advance of construction.

Section 5.2 Materials for Fences. All fences shall be constructed of cedar, cypress, redwood, brick, or other material approved by the Architectural Control Committee, provided that barbed wire fences are prohibited, and mesh wire fences are only permitted as provided in Section 5.4.

Section 5.3 Height and Location of Fences. The following rules with respect to fences shall also be complied with,

- (a) No fence shall exceed six (6) feet in height, except as provided in Section 5.4 (relating to tennis courts);

Section 5.4 Tennis Courts, Fences. Tennis Court Fences (which term shall include back stops and side stops) shall not be constructed nearer to the street than the front and side street set back lines as set forth in Section 4.1. The height of tennis court fences and the materials from which they are constructed shall be determined by the Architectural Control Committee. The tennis court fences shall be constructed of a material such as wire mesh that will minimize the sound of the balls hitting the fence. Any back stops, fence or wall or other medium for hitting balls against for practice shall be built of a material and in such a manner, that the sound shall be minimized.

ARTICLE VI
EASEMENTS AND SERVITUDES, SEWERAGE AND WATER

Section 6.1 Drainage and Utilities Servitudes. Easements or servitudes, for installation and maintenance of drainage facilities are reserved as shown on the recorded plats referred to on page 1 hereof.

Section 6.2 Servitude Along The Edge Of And Into WGI. A servitude (hereafter called "Water's Edge Servitude") is hereby granted to and in favor of each lot fronting on the Lakes, which servitude commences along the line of each lot fronting on the Lakes and extends from that line to a line within the water of the Lakes which line is twelve (12) feet lakeward from the mean water's edge of the Lakes. The Water's Edge Servitude shall be solely for the recreational use of each lot fronting on the Lakes, and for the construction of docks and the building of bulk heads. The Water's Edge Servitude shall be subject to the provisions of Article VII.

Section 6.3 Utility And Recreational Servitude. Appearer does hereby grant a servitude over, upon and across strips of land ten feet (10') in width adjacent to Fairgrounds Drive and all streets within the subdivision for the uses and purposes set forth below, and subject to, and in accordance with the provisions set forth below:

- (a) Such servitude shall be for the purposes of (i) utilities, and (ii) recreational uses limited to horseback riding, walking, jogging and bicycling;
- (b) Other than utilities, there shall be no fences or structures of any kind within such servitude, and no trees (other than trees existing on the date hereof), shrubs or plants (other than grass) shall be permitted in such servitude, and no lot owner shall permit any obstruction of such servitude. For purposes of this subsection, the term "structures" shall mean any construction whatsoever except driveways;

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- (c) Each lot owner shall regularly mow and maintain in good condition that portion of such servitude located within his or her lot;
- (d) This servitude shall run in favor of each lot owner within the subdivision as well as utility companies.

ARTICLE VII STRUCTURES IN AND NEAR, AND CONTROL OF, THE WATER'S EDGE OF THE LAKES

Section 7.1 Structures In, Or At The Bank Of, the Lakes.

No structure (including fences) shall be built in, or at the bank of, the Lakes, except an erosion preventive device or structure or a dock, and then only when permitted by, and in accordance with the terms and conditions of this Article.

Section 7.2 Land Near Water's Edge. No dwelling, or accessory building (except gazebos) shall be erected or placed, nor shall any material or refuse be placed or stored, on any lot within fifty (50) feet of the water's edge of the Lakes at the normal level of the Lakes.

Section 7.3 Docks. Prior to beginning construction of a dock, each property owner shall submit construction plans and specifications to scale to the Architectural Control Committee for written approval based partly on compliance with the following provisions:

- (a) Width of docks shall be no greater than the width of the Water's Edge Servitude which is twelve (12) feet;
- (b) decking of docks shall be pressure-treated lumber spaced not more than one-quarter inch (1/4") between each strip;
- (c) pilings of docks shall be concrete or pressure-treated lumber with a butt size of six inches (6") and sunk a minimum of one foot (1') in the ground for every one foot (1') above soil level;
- (d) pilings of docks to the water side shall be spaced no more than seven feet (7') apart from center to center;
- (e) pilings and docks to the land side shall be spaced no more than ten feet (10') apart from center to center.
- (f) No boat hoists and launch facilities, including slings and fixed land lifting/launching devices, shall be permitted on any lot or dock.
- (g) the above provisions may be reasonably changed or altered by the Architectural Control Committee.

Section 7.4 Boat Hoists And Launch Facilities. No boat hoists and launch facilities, including slings and fixed land lifting/launching devices, shall be permitted on any lot or dock.

Section 7.5 Bulkheads. No bulkhead of any kind shall be permitted at the land and water edge of any lot unless approved by the Architectural Control Committee.



Section 7.6 Control By WGI. Except to the extent that they may be inconsistent with the provisions of Section 6.2 and Article VII, the owners of lots along the Lakes shall comply with the Articles of Incorporation, the By-Laws, and the Rules And Regulations of WGI as same may be hereafter amended.

Section 7.7 Maintenance of Docks and Bulkheads. Any docks or bulkheads which are constructed shall be constantly maintained in good condition, and the failure to maintain the docks and bulkheads in good condition shall subject the owner of the lot adjacent thereto to damages and/or a mandatory injunction, and this provision shall be enforceable by the Architectural Control Committee and/or WGI, and/or any lot or parcel owner fronting on the Lakes, and/or by the Parish of St. Tammany, State of Louisiana and its District Attorney.

ARTICLE VIII
PROHIBITED USES AND NUISANCES

Section 8.1 Noxious, Offensive or Annoyance Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 8.2 Interference with Easements or Servitudes. No structure (meaning any and all improvements of whatever height) planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement or servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels, or which may interfere with the servitude provided for in Section 6.3.

Section 8.3 Cutting Trees. Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purposes of the construction or improvements thereon, no sound trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Architectural Control Committee. Further, before cutting any tree, precautions should be taken to protect existing trees on the lot or adjacent lots. Such precautions may include but are not limited to) topping trees and/or any procedures as may be determined by the Architectural Control Committee.

Section 8.4 Garbage or Trash No burning of any garbage or trash (except leaves) and no accumulation or storage of litter, lumber, scrap metals, bulk materials, new or used building materials of any kind shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any lot.

Section 8.5 Junk Vehicles, Trucks. No junk vehicle shall be permitted on any lot. One-half (1/2) ton pick-up trucks and smaller shall be permitted on a lot, but no other truck shall be permitted on a lot except for the purpose of deliveries to the lot.

Section 8.6 Recreation Vehicles, Boats. No mobile home, trailer, camper, camp truck, recreation vehicle, boat trailer or other machinery or equipment of any kind or character (except for such machinery or equipment as may be required for the maintenance of a yard or dwelling) shall be kept upon any lot nor (except for bona fide emergencies) shall the repair of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to trailers, campers, camp truck, recreational vehicles or boat trailers which are kept at least 50 feet from a street line behind a solid fence six (6) feet in height.

Section 8.7 Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 8.8 Dumping Ground, Containers For Garbage. No lot shall be used or maintained as a dumping ground for scrap or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

Section 8.9 Living In Unapproved Facilities. No structure of a temporary character, trailer, basement, tent, or shack shall be used on any lot at any time as a residence either temporarily or permanently.

Section 8.10 Excavations, and Ponds. No excavations or ponds shall be permitted unless approved by the Architectural Control Committee.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part or to abrogate the same.

Section 9.2 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both. These restrictions may be enforced by the Parish of St. Tammany, State of Louisiana, the District Attorney therefor, or by any lot owner in the subdivision made subject to these restrictions, or by the appraiser, or by WGI.

Section 9.3 Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 9.4 Building on Two Lots. Nothing herein shall prevent one person or entity from acquiring two or more lots adjacent on their side lines, and placing a residence over the common sideline, and in such event, the two adjacent lots shall be treated as a single lot for purposes of determining setback lines, and in such event, nothing herein shall require a resubdivision of such two lots.

Section 9.5 Resubdivision of Lots. In the event it becomes necessary for any reason to resubdivide this property so that the boundary lines of the lots differ from those on the present plan, these restrictions shall not be considered violated and shall, nevertheless, apply to the property as resubdivided, provided that in no event shall the new lot resulting from the resubdivision be smaller than any of the former lots from which the new lot is created.

Section 9.6 Zoning Ordinance, Most Restrictive Provisions Applicable. Nothing herein shall diminish the effect of the provisions of the St. Tammany Parish Land Use Plan or Zoning Ordinance as same may be hereafter amended, which provisions must be complied with by all lot owners. In the event of conflict between the provisions of this instrument and the provisions of the St. Tammany Parish Land Use Plan or Zoning Ordinance, the provisions of whichever one is most restrictive shall control.

Section 9.7 Attorney Fees In The Event Of Violations. Any person or entity who violates the provisions hereof shall be obligated to pay the reasonable attorneys fees and costs of the person or entity seeking to enforce the provisions hereof.

Section 9.8 Captions and Headings. The captions and headings throughout this agreement are for convenience only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning or any provision of this agreement nor in any way affect this agreement.

ARTICLE X

Section 10.1 Maintenance of Lots. Except as may otherwise be delegated to WGI pursuant to the restrictive covenants, each lot owner shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair. Owner of lot is also obligated to mow his lots at least once every two months between April 1st and October 1st. If any owner fails to do so, Appearance or any lot owners (individually or through any Homeowners Association that may be hereafter formed) may, but is not required to, mow such lots, and recover the cost thereof from the lot owner.

Section 10.2 Refuse Containers. Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practical be maintained at the rear of the lot. Locating such refuse containers near the street shall be permitted only during the time of pickup.

WGI COVENANTS

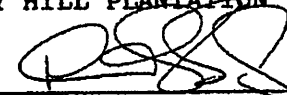
THUS DONE AND PASSED, in my office at Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

MONEY HILL PLANTATION LTD. PARTNERSHIP

David M. Matthews

BY:



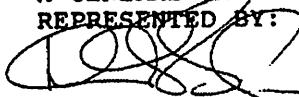
DAVID GOODYEAR, GENERAL PARTNER

Rosmith L. Sullivan

AND BY MONEY HILL MANAGEMENT INC.

A GENERAL PARTNER HEREIN

REPRESENTED BY:



DAVID GOODYEAR, PRESIDENT

William J. Jones, Jr.
William J. Jones, Jr.
Notary Public



**ST. TAMMANY PARISH
LA CODE OF ORDINANCES - ZONING**

SEC. 130-446: PURPOSE

SEC. 130-447: PERMITTED USES

**SEC. 130-449: SITE AND STRUCTURE
PROVISIONS**

SEC. 130-450: DISTRICT STANDARDS

SEC. 130-593: ADMINISTRATIVE PERMITS

**SEC. 130-1: GENERAL PROVISIONS
(Defines “Household Agriculture”)**

ORDINANCE 2087: HEIGHT OF HOMES

Sec. 130-446. - Purpose.

The A-2(D) Suburban District is intended to provide a single-family residential environment on large, multi-acre lots. The A-2(D) district is located primarily in less populated areas where the character of the area should be preserved through low densities. To protect the intention of the district, permitted activities are limited to single-family dwellings, certain specified agricultural, and utility uses. All strictly commercial uses are prohibited in the A-2(D) Suburban District. Planned unit development overlays may be used in the A-2(D) Suburban District.

(Code 1998, app. C, § 5.0701; Ord. No. 07-1548, § 5.0701, 5-3-2007)

Sec. 130-447. - Permitted uses.

Only the following permitted uses shall be allowed in the A-2(D) Suburban District and no structure or land shall be devoted to any other use other than a use permitted hereunder with the exception of uses lawfully established prior to the effective date of the ordinance from which this chapter is derived or accessory uses in compliance with the provisions of this division:

(1) *Residential uses.*

- a. One single-family dwelling.

(2) *Accessory uses.*

- a. Private garages and accessory structures.
- b. Garage apartment or guest house under 1,000 square feet of habitable floor space when the subject lot, parcel or tract is no less than one acre in area.

(3) *Miscellaneous uses.*

- a. Community central water treatment, well, and storage facilities.
- b. Household agriculture.

(4) *Similar and compatible uses.* Other uses which are similar and compatible with the allowed uses of the A-2(D) Suburban District as determined by the director of planning and development acting in the capacity of zoning administrator.

(Code 1998, app. C, § 5.0702; Ord. No. 07-1548, § 5.0702, 5-3-2007)

Sec. 130-449. - Site and structure provisions.

(a) *Maximum density/minimum lot area.*

- (1) *Residential uses.* The maximum net density permitted on shall be one unit per acre.
- (2) *Nonresidential uses.* The lot area of each zoning lot shall not be less than 40,000 square feet, except that public utility facilities may be located on lots of lesser area with administrative approval.

(b) *Minimum area regulations.*

- (1) *Minimum lot width.* The width of each zoning lot shall not be less than 150 feet. There shall be no minimum lot width in the A-2(D) district if the standards of the planned unit development overlay are met.
- (2) *Front yard.* Front building lines shall conform to the average building lines established in a developed block. In all cases, this front building line shall be set back a minimum of 50 feet from the front property line.
- (3) *Side yard.* There shall be two side yards, one on each side of the building, having a minimum width of 15 feet each, plus one additional foot for each foot in building height over 20 feet above base flood elevation.
- (4) *Rear yard.* There shall be a rear yard having a depth of not less than 25 feet, plus one additional foot, for every foot in building height over 20 feet above base flood elevation.

(c) *Maximum lot coverage.*

- (1) *Residential uses.* The lot coverage of all principal and accessory buildings on a zoning lot shall not exceed 15 percent of the total area of the lot.
- (2) *Nonresidential uses.* The lot coverage of all principal and accessory buildings on a zoning lot shall not exceed 40 percent of the total area of the lot.

(d) *Height regulations.*

- (1) No building or dwelling for residential or business purposes shall exceed 35 feet in height above the natural grade of the property at the location of the structure or base flood elevation as established in chapter 115, article II, whichever is higher.
- (2) Uses incidental to farming, such as silos, windmills, etc., and any other non-habitable structure (e.g., radio, TV tower) may exceed this height limitation; provided, however, that there be one foot of setback for every one foot over 45 feet from existing dwellings or residences and/or property lines.

(e) *Off-street parking and loading requirements.* Off-street parking and loading shall be provided as put forth in article VI, division 8, of this chapter.

(Code 1998, app. C, § 5.0704; Ord. No. 07-1548, § 5.0704, 5-3-2007)

Sec. 130-450. - District standards.

All uses of land and structures in the A-2(D) Suburban District are subject to the general standards and regulations of this chapter. In addition, all uses located in the A-2(D) Suburban District shall be subject to the following standards:

(1) *Environmental quality.*

- a. Flood zones. Construction of any structures or alteration of land which occurs in the 100-year flood zone as established by the Federal Emergency Management Agency shall require approval from the parish engineer prior to issuance of a building permit.
- b. Tree preservation, landscaping and screening shall be subject to the provisions of article VI, division 2, of this chapter.

(2) *Signs, lighting and landscaping.*

- a. Landscaping shall be subject to the provisions of article VI, division 2, of this chapter.
- b. Signs shall be subject to the provisions of article VI, division 3, of this chapter.
- c. Lighting shall be subject to the provisions of article VI, division 4, of this chapter.

(3) *Utilities.*

a. *Sewer.*

1. *Residential.* On lots without central sewerage facilities, an individual sewer system must meet department of health and human resources standards and be approved by the parish health department.
2. *Nonresidential.* On lots without central sewerage facilities, an individual sewer system must meet department of health and human resources standards and be approved by the parish health department.

- b. *Water.* On lots without central water facilities, any well must be 50 feet from any sewer disposal unit.

(Code 1998, app. C, § 5.0705; Ord. No. 07-1548, § 5.0705, 5-3-2007)

Sec. 130-593. - Administrative permits.

The purpose of an administrative permit is to provide for a staff review of certain uses. The following uses are prohibited unless application for the use has been processed by the department of planning and development and are in conformance with the minimum standards for that use as outlined in section 130-2213:

- (1) Home office provided the area for the use does not exceed 600 square feet and the proposal is in accordance with section 130-2213.
- (2) Roadside stands under 200 square feet adjacent to an existing agricultural use.
- (3) On-site real estate sales offices under 600 square feet.
- (4) Subdivision entrance signs may be reviewed for appropriate location, size and construction methods.
- (5) Fairs, festivals and assemblies associated with churches, schools public lands or non-profit organizations.
 - a. Fairs, festivals and assemblies are limited to a maximum three days period annually.
 - b. Total building area is limited to 5,000 square feet.
 - c. No more than 200 vehicle trips per day are permitted
- (6) Signs (article VI, division 3, of this chapter applies).
- (7) Private cultural and recreational uses associated with subdivisions:
 - a. Parks.
 - b. Botanical gardens.
 - c. Playgrounds.
 - d. Nature preserves and sanctuaries.
 - e. Stables.
 - f. Tennis courts.
 - g. Swimming pools.
 - h. Golf courses and related uses.
- (8) Agricultural and decorative ponds utilized exclusively by the resident and in which neither the excavated material is removed from the site nor commercial excavation occurs.
- (9) Agricultural uses when subject property is located entirely within a rural overlay district or located north of the urban growth boundary:
 - a. Agricultural buildings and structures.
 - b. Cultivation of garden crops.
 - c. Farms.

- d. Wholesale greenhouses and nurseries.
- e. Roadside farm stands over 200 square feet adjacent to an existing agricultural use.

(10) Community homes for handicapped persons as defined in R.S. 28:477.

(11) Public utility surface structures:

- a. Electrical substations.
- b. Telephone relay facilities.
- c. Utility substations.
- d. Wastewater treatment facilities.
- e. Utility distribution systems.
- f. Stormwater pumping stations.
- g. Potable water pumping stations.

(12) Temporary plants and related construction facilities for a single development.

(13) On-location television or film productions where no sets/structures are being constructed that would require the issuance of a building permit, specifically structures must be of a temporary nature and not capable of being occupied under the International Building Code/International Residential Code as determined by the chief building official, or assigns.

(14) Other administrative uses which are similar and compatible with the permitted uses in this district as determined by the director of planning and development acting in the capacity of zoning administrator.

(Code 1998, app. C, § 5.1203; Ord. No. 07-1548, § 5.1203, 5-3-2007; Ord. No. 13-2910, exh. A(5.1203), 3-7-2013; Ord. No. 15-3393, exh. A(5.1203), 9-3-2015)

Please see the following definition for household agriculture per the current St. Tammany Parish Code of Ordinances:

Sec. 130-1. - General provisions.

"Household agriculture means the growing of vegetables, poultry and livestock for the use of the residents of the property whereon it is grown or kept. Permitted animals and insects include, but are not limited to, those raised for consumption or as food producers (cows, goats, bees, rabbits, chickens, etc.) or those used for pleasure (horses, birds, turtles, dogs, cats, etc.). Poisonous, wild or dangerous animals are not permitted (snakes, lions, tigers, bears, etc.). Guard dogs are permitted. All animals must be housed in such a manner as to not create a nuisance to the adjoining residents by way of sight, smell or sound."

(Code 1998, app. C, art. 2; Ord. No. 07-1548, art. 2, 5-3-2007; Ord. No. 09-2169, 12-3-2009; Ord. No. 10-2217, 3-4-2010; Ord. No. 10-2232, 4-1-2010; Ord. No. 10-2246, 4-1-2010; Ord. No. 10-2290, 7-1-2010; Ord. No. 10-2364, 11-4-2010; Ord. No. 10-2366, 11-4-2010; Ord. No. 11-2523, 5-5-2011; Ord. No. 11-2547, 7-7-2011; Ord. No. 11-2620, 11-3-2011; Ord. No. 13-2910, exh. A(2), 3-7-2013; Ord. No. 13-2948, 5-2-2013; Ord. No. 14-3117, 4-3-2014; Ord. No. 14-3182, 9-4-2014; Ord. No. 14-3241, 11-6-2014; Ord. No. 15-3322, 6-4-2015; Ord. No. 15-3324, 6-4-2015; Ord. No. 15-3355, 7-9-2015; Ord. No. 16-3646, 12-1-2016; Ord. No. 17-3659, exh. A(2), 1-5-2017; Ord. No. 18-4004, 12-6-2018; Ord. No. 19-4052, 12-6-2018; Ord. No. 19-4072, 4-4-2019; Ord. No. 20-4289, 6-4-2020; Ord. No. 21-4593, 7-8-2021)

These are all the ordinance numbers. Unfortunately this definition is not specified as far as the date. Please see this link for more information regarding definitions: [ARTICLE I. - IN GENERAL | Code of Ordinances | St. Tammany Parish, LA | Municode Library](#)

Thank you,



Mitchell S. Kogan

Land Use Planner I

Department of Planning & Development

St. Tammany Parish Government

21454 Koop Drive, Suite 1B, Mandeville, LA 70471

ST. TAMMANY PARISH POLICE JURY ORDINANCE

ORDINANCE CALENDAR NO. 2087

ORDINANCE POLICE JURY SERIES NO. _____

INTRODUCED BY MR. PEPPERMAN, SECONDED BY MR. SMITH
ON THE 16TH DAY OF DECEMBER, 1993.

Petition to amend Land Use Zoning Ordinance
No. 523, Section 9 - Definitions. To Provide
for Repeal, Severability and Date of Enactment
(Zoning Case No. 93-10-089).

Whereas, the Zoning Commission of the Parish of St. Tammany after hearing
in accordance with law, Case No. 93-10-089 a proposed amendment to Ordinance No.
523 and;

Whereas, the Zoning Commission has recommended approval of this
amendment to the St. Tammany Parish Police Jury and;

Whereas, the St. Tammany Parish Police Jury has held its public hearing in
accordance with law and;

Whereas, the St. Tammany Parish Police Jury has found it is necessary for the
purpose of protection of public health, safety and general welfare, to adopt this
proposed amendment.

NOW THEREFORE BE IT ORDAINED BY THE POLICE JURY OF PARISH ST.
TAMMANY, LOUISIANA, in regular session convened that:

SECTION 1. Section 6 - Modifications and Exceptions in the Land Use Ordinance No.
523 shall be amended to read as follows:

SECTION 9 - Definitions

Building Height: The average vertical distance from the average elevation at the
corners of the foundation, measured at the finished grade, to the highest point of the
coping of a flat roof, or to the deck line of a mansard, or to the mean height level
between the eaves and the ridge for gable, hip, and gambrel roofs. The mean height
is calculated using the formula below and shall not exceed 35 feet. When calculating
mean height, the dimension to the ridge, shown below as "B", shall be 45 feet or less.

$$\frac{A+B}{2} = \text{Building Height}$$

See Illustration:

