

**DEDICATION OF SERVITUDES, EASEMENTS  
AND RESTRICTIVE COVENANTS**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: INVESTMENT PROPERTIES  
OF ST. TAMMANY, L.L.C.**

**PARISH OF ST. TAMMANY**

**FOR: OAK ALLEY SUBDIVISION**

**BE IT KNOWN**, that on this 18<sup>th</sup> day of May, in the year of Our Lord, two thousand twelve (2012):

**BEFORE ME, JEFFREY D. SCHOEN**, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**INVESTMENT PROPERTIES OF ST. TAMMANY, L.L.C. (TIN \*\*-\*\*\*5639)**, a Louisiana Limited Liability Company, domiciled in St. Tammany Parish, herein represented by its sole and only members, Louis G. Miramon, Jr. and McMath Properties, L.L.C. (herein represented by its duly authorized Manager, Don A. McMath);

its mailing address being: 1120 N. Causeway Blvd., Suite 4  
Mandeville, LA 70471

hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

**WHEREAS**, the Developer is the owner of a parcel of land located in St. Tammany Parish, Louisiana, in Sections 20, 29 and 38, Township 6 South, Range 11 East, more fully described herein; and

**WHEREAS**, the Developer is developing a residential subdivision on a parcel of property described herein to be known as Oak Alley Subdivision. (the "Subdivision"); and

**WHEREAS**, the Developer desires to provide for the preservation of the values and amenities in the Subdivision and for the maintenance of lighting facilities and other amenities as a part of said Subdivision; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the maps and plats of surveys of Randall W. Brown, recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the Property described herein and parcels hereafter added, and the subsequent Owners thereof; and

**WHEREAS**, in order for the Developer to insure a uniform plan of development, it deems desirable for the efficient operation of the Subdivision, and for the maintenance of the values, amenities and safeguards provided in the Subdivision, to create an Association to which shall be delegated and assigned the power and duties of enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

**WHEREAS**, the Developer intends to form and will own and control "Oak Alley Property Owners Association, Inc.", a nonprofit corporation under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

**NOW, THEREFORE**, the Developer hereby declares that the real property described hereinbelow shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described hereinbelow and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the Property, as hereinafter defined.

### **Article I** **PROPERTY**

The Property subject of this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 20, 29 and 38, Township 6 South, Range 11 East, in that portion thereof known as Oak Alley Subdivision, City of Covington, St. Tammany Parish, Louisiana and more fully described as follows, to-wit:

A certain parcel of land lying and situated in Sections 20, 29 and 38, Township 6 South, Range 11 East, Saint Tammany Parish, Louisiana and more fully described as follows:

**Point of Beginning**, the section corner common to Sections 19, 20, 29 and 30, Township 6 South, Range 11 East; thence go along the City of Covington Corporate Limits on the following eight courses:

North 00 Degrees 21 minutes 18 seconds East - 641.67 feet to a point. Thence  
 North 88 Degrees 32 minutes 07 seconds East - 1484.29 feet to a point. Thence  
 South 05 Degrees 43 minutes 44 seconds East - 660.00 feet to a point. Thence  
 North 89 Degrees 04 minutes 12 seconds East - 1200.56 feet to a point. Thence  
 South 28 Degrees 19 minutes 23 seconds East - 779.42 feet to a point. Thence  
 South 52 Degrees 29 minutes 08 seconds West - 250.50 feet to a point. Thence  
 South 57 Degrees 26 minutes 00 seconds West - 211.41 feet to a point. Thence  
 South 34 Degrees 58 minutes 41 seconds East - 957.11 feet to the northeast corner of Commercial Lot C2. Thence  
 South 56 Degrees 20 minutes 30 seconds West - 47.24 feet to a point. Thence  
 South 46 Degrees 48 minutes 35 seconds West - 207.52 feet to a point. Thence  
 South 43 Degrees 20 minutes 26 seconds West - 270.03 feet to the northeast corner of a servitude of passage and point on the arc of a curve to the left. Thence along the passage boundaries on the following fifteen courses  
 Along the arc of said curve (radius = 194.32 ft., chord dist. = 25.72 ft.) a distance of 25.74 feet to a point. Thence  
 South 54 Degrees 26 minutes 42 seconds East - 130.57 feet to a point on the arc of a curve to the right. Thence  
 Along the arc of said curve (radius = 330.00 ft., chord dist. = 126.31 ft.) a distance of 127.09

feet to a point. Thence  
 South 32 Degrees 22 minutes 48 seconds East – 37.07 feet to a point on the arc of  
 a curve to the left. Thence  
 Along the arc of said curve (radius=270.00 ft. chord dist=62.49 ft.) a distance of  
 62.64 feet to a point. Thence  
 South 54 Degrees 42 minutes 34 seconds East – 63.64 feet to a point. thence  
 South 45 Degrees 40 minutes 10 seconds East – 150.02 feet to the north r/w line  
 of U.S. Hwy. # 190 Bypass. Thence  
 South 43 Degrees 20 minutes 26 seconds West – 80.01 feet along said r/w line to  
 a point of departure from said highway. Thence  
 North 45 Degrees 40 minutes 10 seconds West – 150.02 feet to a point. Thence  
 North 36 Degrees 49 minutes 16 seconds West – 65.01 feet to a point on the arc of  
 a curve to the right. Thence  
 Along the arc of said curve (radius=330.00 ft. chord dist. 76.37 ft.) a distance of  
 76.54 feet to a point. Thence  
 North 32 Degrees 22 minutes 48 seconds West – 37.07 feet to a point on the arc of  
 a curve to the left. Thence  
 Along the arc of said curve (radius=270.00 ft. chord dist.=103.34 ft.) a distance of  
 103.98 feet to a point. Thence  
 North 54 Degrees 26 minutes 42 seconds West – 130.57 feet to a point on the arc  
 of a curve to the right. Thence  
 Along the arc of said curve (radius=254.32 ft. chord dist.=33.86 feet.) a distance  
 of 33.89 feet to a point of departure from said servitude of passage. thence  
 South 43 Degrees 20 minutes 26 seconds West – 71.22 feet to a point. Thence  
 South 46 Degrees 49 minutes 36 seconds West – 372.75 feet to a point. Thence  
 North 48 Degrees 49 minutes 44 seconds West – 1014.75 feet to a point. Thence  
 North 67 Degrees 49 minutes 49 seconds West – 1924.43 feet to a point. Thence  
 North 60 Degrees 40 minutes 00 seconds West – 1015.25 feet to the **Point of  
 Beginning.**

This parcel contains **140.308 acres, more or less**, all as more fully shown on the  
 survey of J. V. Burkes & Associates, Inc., Drawing No. 1040014, dated January 21,  
 2004, revised November 6, 2006, a copy of which is annexed to Instrument No.  
 1590750 of the conveyance records of St. Tammany Parish, Louisiana.

## Article II DEFINITIONS

The following words, when used in this act, shall have the following meanings:

- A) "Architectural Control Committee" shall mean the Architectural Control Committee of Oak Alley Subdivision, as established in VIII of these Restrictive Covenants.
- B) "Association" shall mean and refer to Oak Alley Property Owners Association, Inc., and its successors, assigns or liquidators, to be formed by the Developer.
- C) "Board of Directors" shall mean the Board of Directors of Oak Alley Property Owners Association, Inc.
- D) "Common Areas" shall mean and refer to greenspaces, buffers, servitudes, neutral ground areas, easements, and other property now or hereafter owned, acquired or otherwise available for use

by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association.

E) "Control of Access Strip" shall mean that particular strip of immovable property measuring one (1) foot in width and extending along and adjacent to both sides of Oak Alley Boulevard and situated between Lot C1 and Oak Alley Boulevard (on the West side) and Lot C2 and Oak Alley Boulevard (on the East side), all as more particularly identified and labeled as "I" STRIP (CONTROL OF ACCESS)" on the Plat.

F) "Developer" shall mean and refer to (i) Investment Properties of St. Tammany, L.L.C., or its successor entity who is assigned the rights of Investment Properties of St. Tammany, L.L.C., as the Developer; or (ii) the lender who acquires the interest of Investment Properties of St. Tammany, L.L.C., by foreclosure or dation en paiement.

G) "Homebuilder" shall mean DSLD, L.L.C. or any related or successor entity that is assigned the rights of DSLD, L.L.C. as the builder of homes in Oak Alley Subdivision.

H) "Lot" shall mean parcels of land designated for single family residential development on the Plat.

I) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in the Property.

J) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in the Property.

K) "Plat" shall mean and refer to the official subdivision plat or plats of the property subject to these restrictive covenants prepared by Randall W. Brown & Associates, Inc. dated January 31, 2012, and recorded in the public map records with the St. Tammany Parish Clerk of Court on May 1, 2012, as Map File No. 5059, and any subsequent revisions or corrects thereof. The word "Plat" shall also include all subsequent plats or maps recorded for the purpose of adding phases to Oak Alley Subdivision after the date of these covenants.

L) "Property" shall mean and refer to all or any portion of the real property described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.

M) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while residing within the Property.

### **Article III**

#### **SERVITUDES AND COMMON AREAS**

A. Certain servitudes are created and established in the Plat, and the creation and existence of said servitudes is recognized and confirmed hereby and incorporated herein by reference.

B. The Developer, in its sole discretion, may transfer ownership of all or any part of the Common Areas to the Association. Any such transfer of ownership of the Common Areas is a right and not an obligation of the Developer. If said right is exercised, Don A. McMath shall be and is hereby authorized to execute the act of transfer on behalf of the Association, and the Association shall be obligated to accept the transfer of ownership of the Common Areas. The Common Areas shall be the maintenance obligation of the Owners. The Association may acquire other property which may be owned and maintained by the Association as Common Areas.

**Article IV**  
**ADDITIONS BY DEVELOPER**

Section 1. Additions. As long as the Developer is a class B member of the Association, the Developer shall have the right to annex additional property to the Property described in Article I without the consent of the class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article I.

Section 2. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording an amendment to this act of dedication, servitudes, prescriptions and restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which amendment to the act of dedication shall extend the scheme of the within act of dedication to such annexed property. The amendment to the act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of this act of dedication.

**Article V**  
**HOMEOWNERS ASSOCIATION**

Section 1. For the purpose of enforcing these restrictive covenants, the Developer shall create Oak Alley Property Owners Association, Inc. Each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Oak Alley Subdivision, does agree to and binds himself to be a Member of and be subject to the obligations in the duly enacted Articles of Incorporation, By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners and to provide for the collection of said assessments in accordance with La. R.S. 9:1145 et seq.

Section 2. Membership. The Association shall have two classes of voting membership:

A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot which is or becomes subject to this act of dedication shall be a Class A member of the Association as long as said ownership continues. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

B) The Association shall have five hundred (500) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

i) twelve (12) months following the date the Developer no longer owns any portion of the Property; or

ii) Upon written surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every Lot in which the Developer holds the interest otherwise required for such class A membership.

**Article VI**  
**RIGHTS UNDER HOMEOWNERS ASSOCIATION**

Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Oak Alley Property Owners Association, Inc., and any Regulations established by the Association for the Subdivision, from time to time, and as amended, every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association to levy reasonable assessments, dues, admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Common Areas, including the right to enforce various sanctions against the Owners of Lots in Oak Alley Subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which in the discretion of the Board of Directors of the Association deems necessary and proper.

**Article VII**  
**ASSESSMENTS**

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a yearly sum herein sometimes referred to as "assessments" equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, (1) the operational expenses of the Association, (2) any and all expenses incurred in connection with the enforcement of these restrictive covenants, (3) the cost of any liability insurance obtained by the Board of Directors; (4) the cost of maintaining the Common Areas, and (5) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent

to the members. The omission of the Board of Directors before the expiration of any assessment period to fix assessments hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period; but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by abandonment of any Lot belonging to him.

Section 2. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at the rate of twelve percent (12%) per annum and may also, at the discretion of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. The Association may bring an action at law against the member personally obligated to pay the delinquent assessment, interest and any late charge, plus reasonable attorney's fees incurred by the Association in connection with the collection of the assessment, interest, and/or late fee. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section 3. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Annual Membership Assessment. Subject to the following sections, the annual assessment shall be determined by the Board of Directors.

Section 5. Developer and Homebuilder Exemption. Notwithstanding anything in this act of dedication, or the Articles or by-laws of the Association to the contrary, no Lot held by the Developer or Homebuilder shall be subject to any annual or special assessments provided for in this act of dedication, or in the Articles or by laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for in Article V of this act of dedication.

Section 6. Increase In Maximum Assessment. The annual assessment for all class A memberships hereinabove may be increased each year by the Board of Directors of the Association by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the preceding year.

Section 7. Commencement Of Annual Assessment. The annual assessment for each class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Homebuilder to a purchaser and shall be prorated from that date. Thereafter, each successive owner shall be obligated to pay the annual assessment beginning on the date of his acquisition of a lot, prorated from the date of acquisition.



**Article VIII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Approval for Constructions. No lot clearing, excavation, construction, renovation, or alteration of any residence, building, fence, patio, wall or other improvements or structures shall be commenced upon the Property until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change have been submitted and approved in writing by the Architectural Control Committee with respect to compliance with this act of dedication and as to design, color, location, and harmony and conformity with the design concept for Oak Alley Subdivision and the surrounding structures and topography. The restriction shall not apply to improvements, construction and/or development by the Developer and to proper maintenance and repair.

Section 2. Architectural Control Committee - Operation. The initial Architectural Control shall consist of one person, and that person shall be Lee Foster. The Architectural Control Committee shall serve for the length of time and at the pleasure of the holders of the Class B memberships (until and unless said holders relinquish said authority to the Board of Directors) and may be removed and replaced by a majority vote of the holders of the Class B memberships (until and unless said holders relinquish said authority to the Board of Directors). In the event the holders of the Class B memberships fail to appoint an Architectural Control Committee or after the lapse of the Class B memberships, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, may be deposited among the permanent records of the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required, and the requirements of this article will be deemed to have been fully satisfied. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

Section 4. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee such amounts as determined by the Architectural Control Committee to insure compliance with the provisions of these covenants as well as all building and drainage requirements. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these covenants.

Section 5. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the plans are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and the construction or alteration shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. 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 conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the time specified hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for noncompletion.

Section 6. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Section 7. No Warranty or Representations of Structural Fitness. The approval of any plans or specifications by the Architectural Control Committee shall not serve as any confirmation, warranty or representation by the Committee that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit. The approval of such plans and specifications by the Architectural Control Committee is solely for the purpose confirming that the plans and specifications provide for a design which is in harmony and consistent with the design concept in Oak Alley Subdivision. Neither the Architectural Control Committee nor any member or representative thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications or in the structure of improvements erected therewith.

#### **Article IX** **RESTRICTIONS ON THE USE OF THE PROPERTY**

The following restrictive covenants shall affect and encumber each Lot within the Property which has been transferred from the Developer, to-wit:

A) All Lots are for single family residential purposes only, and no business, industrial or commercial uses are allowed. No building or structure intended or adapted for apartments, double housing, lodging house, rooming house, or other multiple family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof, except the Developer (or Assignee) may designate one or more lots for use as a temporary administrative and sales center and/or for temporary use as a field office.

B) No noxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon the Property, nor shall anything be done there in or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on the Property, except for dogs, cats and/or caged birds (not to exceed an aggregate of three) within the confines of a cage, structure or fencing which prevents the pet from roaming free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and such domestic pets shall not be a source of annoyance or nuisance to the Subdivision or other Members. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member

of the Association who has a pet shall be deemed to have agreed to indemnify and hold harmless the Association, the other Members and the Developer from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance to remove the Pet from the Property, and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots except for the storage of building materials and equipment during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and the burning of trash and other debris from the clearing of Lots shall be permitted during the period of new construction if allowed by the local governing authorities.

E) No junk vehicle, commercial vehicle, boat, trailer, camp truck, motor homes, mobile home, house trailer, tractor, bus, modular home, geodesic dome, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles performed on any Lot. This restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer that do not exceed eight (8) feet in height and which are kept within an enclosed garage or behind a solid cedar board fence which meets all of the requirements set forth in Article IX R hereinafter. The parking of vehicles on the streets or street right-of-way is strictly prohibited except when necessary on a temporary, short-term basis (four hours or less) to accommodate visitors provided that any such parked vehicles shall not obstruct the use of the street.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the local governing authorities when necessary. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I) No trees shall be removed from any Lot without written approval of the Architectural Control Committee. The Board of Directors of the Association and/or the Architectural Control Committee may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon the Property as it may consider appropriate.

J) Satellite dishes, antennas, towers or other devices for the reception of communication signals are strictly prohibited, except that 24" diameter (maximum) satellite dishes are acceptable at locations approved in writing by the Architectural Control Committee.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, statue, or outdoor clothes dryer shall be erected, used, placed or maintained on any Lot at any time except for temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements on the Lot. No such temporary structures, trailers or the like shall be utilized for dwelling purposes, and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

M) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon the Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be placed upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

N) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

O) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P) No dwelling or other improvements which are located upon the Property shall be permitted to fall into disrepair, and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owner's expense. The failure of the Lot Owner to comply with this section shall authorize, but not obligate, the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII.

Q) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

R) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee. In addition to said approval, said fences shall also comply with the following:

- i) Fences shall be constructed of treated posts and rails with cedar fence boards. Fences shall not exceed six (6') feet in height, however fences located on Lots adjacent to any pond shall not exceed four (4') feet in height and must be picket fencing or other appropriate fencing material approved by the Architectural Control Committee. No fences on any Lot shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.
- ii) Interior Lots: No fence shall be erected, placed or altered on any interior Lot (a Lot not fronting on two streets) closer to the street than the farthest left corner and the farthest right corner of the front of the main dwelling. It is the

Developer's intent in this provision to prevent any fences from being located between the front of any part of the dwelling and the street.

- iii) Corner Lots: Fences erected, placed or altered on any corner Lot (a Lot having frontage on two streets) must comply with the following requirements: (1) fencing on the interior side of the Lot (the side adjacent to another Lot) shall not be closer to the front street than the farthest corner of the front of the main dwelling on the interior side; (2) fencing on the exterior side of the Lot (the side adjacent to the side street) shall not extend any closer to the front street than the rear most corner of the dwelling or garage; and (3) no fence shall be nearer to the side street than the side setback line. It is the Developer's intent in this provision to prevent any fences from being located between any part of the front or side of a dwelling and the adjacent side or front street.

S) A dwelling constructed on any Lot shall comply with the following requirements:

- i) The main residential dwelling shall have not less than 1,500 square feet of heated and cooled area.
- ii) No dwelling shall be constructed having less than 2,000 square feet total area, which must include a two car garage.

Notwithstanding the foregoing, these minimum square footage requirements are subject to change for additional phases of the Subdivision and may also be subject to change based upon the particular size of a lot.

T) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the City of Covington and Parish of St. Tammany regulations.

U) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a maximum of 200 square feet under beam; (ii) shall be a minimum of 6 feet from rear and interior side property lines; however, the side setback for all corner lots shall be 20 feet; (iii) the structure must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot, and (iv) the structure must be approved by the Architectural Control Committee in accordance with Article VIII herein.

V) The discharge of firearms or operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon the Property is strictly prohibited.

W) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

X) No individual water wells or individual sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available designed for the Subdivision for all potable water and sewerage uses; however, individual water wells shall be allowed for irrigation purposes only.

Y) Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

Z) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise.

ii) Each Lot Owner shall create and maintain a drainage-way ("swale") immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

iii) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

iv) With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

AA) Regulations regarding culverts and driveways:

i) All driveways connecting to the street must have a culvert to insure maintenance of driveway material and the proper flow of drainage. Where applicable, driveway culverts shall extend (a) not less than four (4) feet beyond the edge of the concrete driveway without head walls; or (b) not less than one (1) foot beyond the edge of the concrete driveway if head walls are constructed on each end of the culvert. Culvert sizes must be in accordance with city engineering specifications as set forth in the "as built" paving and drainage plans, and, further, approved in advance by the Architectural Control Committee. All culvert installation shall be set at an elevation established by the drainage plan for the Property and approved by the City of Covington and the St. Tammany Parish Department of Engineering.

ii) Where applicable, it is the responsibility of the Owner to install the culvert at the correct elevation. If the culvert moves or is damaged during construction, it is the Owner's responsibility to replace or correct the culvert before pouring the concrete driveway. Failure to properly install a culvert shall authorize the Architectural Control Committee to replace and correct the culvert at Owner's expense. The failure of the Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Owner for the expense as an additional assessment owed by the Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII.

iii) All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage or carport. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than twenty four inches (24") from the side property line.

BB) The Plat contains certain enumerated restrictive covenants, and said restrictive covenants are adopted and incorporated herein by reference, including but not limited to the following:

1. No certificate of occupancy shall be issued before the sewerage and water systems are installed and operable. Whenever a subdivision is served by a community

(central) water system (supply), no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community (central) water system (supply).

2. Construction of any nature is prohibited in drainage or street easement.
3. No lot will be further subdivided without approval of the Covington Planning Commission.
4. The minimum driveway culverts are as shown on chart.
5. The aforementioned restrictions shall be recited in each title or deed in addition to the required listing on the final subdivision plat.
6. All plans specifications for improvements on any lot must be reviewed and approved by the Architectural Control Committee prior to construction. In addition, further Restrictive Covenants applying to use, rules and regulations, construction and requirements shall be found in separate recorded documents. Refer to these documents for additional restrictions.
7. Maximum building height is 35' above base flood elevation.
8. Subdivision lots are to be single family residential uses only.
9. Conservation servitude – The permittee shall place a Conservation Servitude upon final approval of the subdivision, on the avoided wetland and non-wetland areas in accordance with the Louisiana Conservation Servitude Act (R.S. 9:1271, et seq.). The conservation servitude is less and except four detention ponds and drainage easements, which must be accessible for maintenance and does not prohibit the use of non-wetlands for active greenspace within the avoided areas. Walking trails (5' wide) shall not be prohibited within the avoided areas, as long as no fill material is used. The corridor shall be accessible for the removal of existing hurricane damaged/damaged trees, using the least damaging methods possible. The conservation servitude shall be filed in the real property records of St. Tammany Parish upon final approval. A final signed copy of the servitude shall be forwarded to the Army Corps of Engineers.

A 60' foot wide drainage easement in favor of the City of Covington will be placed along the drain in order for the City to access and maintain the drain.

All drainage swales and detention ponds should be seed/planted with herbaceous vegetation.

\*\* This subdivision is exempt from the statute of the Interstate Land Sales Act.

#### **Article X** **CONTROL OF ACCESS STRIP**

The Control of Access Strip set forth on the Plat is established for the purpose of ensuring that the current or future owners of Lot C1 and Lot C2, as well as any owner(s) of any subsequent re-subdivisions of said parcels, shall refrain from all use of Oak Alley Boulevard for access of any



kind to and from said parcels unless and until said owners have developed and procured curb cut arrangements satisfactory to the Developer and approved in writing by the Developer.

#### Article XI

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the Property, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, the Developer or by the Owner of any Lot subject to this act of dedication and restrictions for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by an act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the subdivision and the Developer, while it is a Class B member, or (ii) by the Developer, alone, while it is a Class B Member. Said act of amendment or termination shall be effective only when duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Oak Alley Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding by the Association or an Owner against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing relief, the Association shall also be entitled to recover the reasonable attorney's fees incurred by it in any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction set forth herein. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect the other provisions hereof, which shall remain in full force and effect.



Section 5. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

**THUS DONE AND PASSED** in Mandeville, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

Patricia Brown  
Patricia Brown

Wendie J. Daigle  
Wendie J. Daigle

Patricia Brown

INVESTMENT PROPERTIES  
OF ST. TAMMANY, L.L.C.

BY: [Signature]  
LOUIS G. MIRAMON, JR, Member

AND

BY: McMATH PROPERTIES, L.L.C., Member

BY: [Signature]  
DON A. McMATH, Manager

[Signature]  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
BAR ROLL NO. 11809