

**RESTRICTION FOR TICKFAW LANDING
Killian, Louisiana**

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BEFORE ME, Brad Berner, a Notary Public, duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and in the presence of the undersigned competent witnesses,
PERSONALLY CAME AND APPEARED:

OASIS GB, LLC.

who declared unto me that it is the owner of LOT NOS. 1 through 62, as shown on plat of survey of Tickfaw Landing, located in Section Sixteen (12), Township Eight (8) South, Range Six (6) East, Town of Killian, Parish of Livingston, State of Louisiana, said plat of survey having been prepared by Lester A McLin, Jr., Registered Land Surveyor, dated June 10, 2021, as revised, a copy of which is recorded in the official records of this Parish.

Appearers further declared unto me, Notary, that they do hereby impose upon all of the aforesaid lots, sewer treatment facilities, and common maintenance building, and make the same subject to the following zoning and building restrictions, which said protective covenants and restrictions shall run with the land and shall be in favor of each and all of the above described lots, and shall be binding upon the purchaser, owner, or occupant of any of the property hereinabove described, their heirs, successors, and assigns, said restrictions to be as follows, to-wit:

**SECTION I
ARCHITECTURAL CONTROL COMMITTEE**

A. To administer the general plans of the improvements, to implement the plans of the subdivision and to benefit the purchasers and owners of Lots in the subdivision, there is created a committee to be known as the "Architectural Control Committee". Said Committee shall be composed of three (3) individuals. In the event of the death or resignation of any member, the remaining members shall have the full authority to designate a successor. The decision of a majority of members of the committee in any instance where required or in the event of any dispute or controversy involving the interpretation of these requirements shall be final and non-appealable. A majority of the committee may designate a representative to act for it.

B. The first Architectural Control Committee shall be composed of the following members: Glenn Bartels, Keith Boudreaux, and Carroll Aucoin. These committee members shall be replaced as follows: When forty percent (40%) of said Lots have been occupied one (1) member of the committee, selected by a majority of the committee, will be replaced with a member of Tickfaw Landing Homeowners' Association, also to be selected by the Architectural Control Committee. When seventy percent (70%) have been occupied, another member will be replaced with a member of Tickfaw Landing Homeowners' Association, selected as above. Upon ninety percent (90%) occupation, the third member will be replaced with a resident of the said subdivision, selected as above.

C. Prior to beginning the construction of any residence, building, garage, fence, or any other structure or the remodeling or expansion of any existing building or structure, the owner shall submit two (2) copies of detailed plans and specifications and plot plan of the proposed building or structure to the Architectural Control

Committee for written approval. These plans shall indicate the position and number of all trees, exceeding 5" in diameter, which will be felled or otherwise cut to allow construction, remodeling, or expansion of any proposed building or structure. In the event the committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the plans have been submitted, then approval will not be required and these restrictions shall be deemed to have been fully complied with.

D. No building shall be erected, placed, altered, or remodeled on any lot, nor shall any tree exceeding 5" in diameter be felled or cut, until the specifications and plans have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, compliance with these restrictions, location with respect to topography and finish grade elevation. The committee shall have the authority to retain one (1) copy of the plans, specifications, and plot plan after approval or disapproval has been given.

SECTION II BUILDING REQUIREMENTS

A. Lot Usage: No owner, nor his successors or assigns shall ever use or permit to be used any building or structure on said lots for trade or business of any form or for any purpose other than that of a private residence. No lot of lots designated as Lot Nos. 5-62 shall be used for other than single family residence purposes nor shall there exist on any of said lots at any time more than one residence. Lots 1-4 shall be considered multi-use purpose lots at the discretion of the Committee.

B. Prohibition of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, shed, garage, barn, or other buildings shall be used on any lot at any time as a residence or a place of business either temporarily or permanently except movable constructions, shacks, or trailers during the construction period only. No structure in addition to the main building shall be constructed of material which does not conform in every respect to the exterior construction of the main building constructed on the lot.

C. Building Foundations: Buildings may be constructed on slabs, chain walls, or piers. Exterior wall pier foundations shall have continuous masonry screen walls or planters. All slabs must be at a minimum elevation of 9 ft. Any variations must receive specific approval of the Architectural Committee.

D. Commencement of Construction: No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer (or the Association or the Association's Architectural Review Committee, following the transfer of such duties by Developer thereto) and permits have been obtained from the necessary regulatory agencies.

E. Approval Timeline: In the event Developer or any Association hereinafter established to which design and specification review may have been delegated by Developer, fails to approve or disapprove any plans and specifications, or plat plans submitted to them for approval as herein required within sixty (60) days after such submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval.

F. Approval Not a Guarantee: No approval of plans and specifications and no publication of Design Guidelines or other architectural or landscaping standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or

guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Developer, the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

G. Materials used in Construction: The exterior walls of all Dwellings shall be constructed of hardy board or equivalent, wood, stucco, or brick, which brick may be new, ornamental, secondhand, or painted. Other materials, with Developer's or, after the delegation and assignment of such duties to the Association, the said Association's approval, may be used in gables or exterior walls above the plate line (first floor ceiling line).

H. Single Family: No lot shall be used except for residential purposes except for lots 1-4. Common Areas are not considered "lots" and are addressed elsewhere in these covenants. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one detached single family dwelling not to exceed three (3) stories in height (with the ground level counted as one story, even though not habitable), provided it is understood that a dwelling may be limited to two (2) stories by Developer if in Developer's sole discretion that restriction would be appropriate, (b) a private garage or carport for one or more cars and (c) other appropriate accessory buildings. Duplexes or multifamily buildings are prohibited. No building may be divided, either internally or externally, in such manner as to facilitate multifamily habitation.

I. Driveways/Walkways: No shell, rock or gravel driveways shall be permitted. All driveways shall be hard surfaced and constructed of concrete, pavers over concrete, or other material deemed acceptable by the Developer or successor Architectural Review Committee. Such driveways shall be constructed no nearer than one (1') foot from the side property line. No more than six hundred fifty square feet (650 sq ft) of that area between the road and the front set back line may be hard surfaced (including but not limited to driveways and walkways) without the prior approval of the Developer. On corner lots, in addition to the foregoing, a driveway may be constructed between the road that the setback line on the side of the Lot that is not designated as the side that the Dwelling faces, provided that the maximum area that may be so paved on this side is three hundred seventy-five square feet (375 ft²), and the placement of all driveways on all corner lots shall be subject to the prior approval of the Developer.

J. Fences: Fencing material shall be new and in the nature of wood, wrought iron, brick, or any other material as approved by the Developer or, following the assignment of such responsibility to the Association, by the Board of Directors of the Association, prior to construction of the fence. In no instance shall chain-link or barbed wire fencing be allowed. Fencing shall not exceed six (6') feet in height.

K. Antennas, Outside Satellite Dishes: Radio and television antennas that extend higher than ten (10) feet above the highest point of the roof of a home shall be prohibited. Satellite dishes shall also be prohibited, except that satellite dishes not exceeding thirty-six (36") inches in diameter are allowed provided they are mounted and installed at the rear of the Dwelling, out of view when viewing the Dwelling from the street front. The installation, maintenance, or operation of any short-wave radio station commonly known as "ham" stations, is expressly prohibited.

L. Multiple Lots: No lot or combination of lots may be re-subdivided for any purpose whatever, except

that the side lines between lots may be adjusted providing that any lot or lots resulting from such adjustments have an area of not less than that of the original lot. Permission is hereby granted to use more than one lot, such as a lot and a half, for the purpose of erecting a single Dwelling, provided that no half-lots by themselves exist after such arrangements are made.

M. Landscaping: (a) To preserve the aesthetic appearance of the Development, no landscaping, yard art, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, other than Developer, unless and until the plans therefor have been submitted to and approved in writing by the Developer, or following the assignment by the Developer to the Association, by the Association through its Architectural Review Committee. All landscaping plans must be submitted and landscaping must be completed within twelve (12) months following the date of completion of the home. In the event that any portion of the landscaping of a Lot is not completed within said twelve (12) month period the owner of said Lot on which such landscaping has not been completed shall pay as liquidated damages the sum of One hundred (\$100.00) Dollars per day to the Developer for the benefit of the Association or to the Association itself following the assignment of that portion of the rights and obligations under these Covenants to the Association. These liquidated damages shall constitute a lien on the property, and the Developer or successor Association may proceed one or more times to make such liquidated damages a judgment of a court of competent jurisdiction for the time periods during which such construction is not completed.

(b) The provisions herein, regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, yard art, clearing, grading, excavation, or filling.

N. Utilities & Drainage: Easements and servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Provisions have been made by the Developer for the installation of a portion of the utilities underground, and no lot owner may erect aboveground any extension of said utilities, except with the approval of the Developer. All electrical services from the electric utility company's power line to houses erected in the Development shall be placed underground and shall be so installed by the lot owner at his own expense. All other secondary utility lines shall also be placed underground.

Section III GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

A. Minimum Square Footage of Homes and Minimum Set Backs:

All Dwellings shall have a minimum of two thousand (2,000 sq ft) square feet of Living Area. Setbacks shall be 10 feet from waterways and 15 feet from roadways and 7.5 feet from side lot boundaries. No pile driven supports can be constructed or driven within twenty 20 feet of the water's edge on the land side of the water. Rooflines in the rear of the main structure may encroach closer than twenty 10 feet from the water's edge.

DEVELOPER reserves unto itself, or the Association to which said duties are delegated and assigned by Developer, the right to modify a set back restriction in specialized cases where it can be demonstrated satisfactorily that such modification would not materially result in a diminishing of the overall residential quality of the Development, and where appropriate variance relief has been approved

by any governmental agency having jurisdiction thereof, should such variance approval be required under any zoning ordinance which affects the subdivision.

All Dwellings shall face the street adjacent to their respective lots, except that Dwellings on multiple lots may face either street or the corner, as approved by the Developer, Association, or Architectural Review Committee.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front sill line of the main holding. All fence posts or other supporting materials used in the construction of the said fence shall be installed and placed so that they face and are situated inside of the Owner's lot. Furthermore, all fences constructed or hedges and shrubs planted on corner lots shall be placed at least twenty (20') feet inside of the side street property line.

B. Prefabricated Structures: There shall be no houses, buildings, or structures erected of material that has been wholly prefabricated, and only houses of an individual nature shall be erected. This provision shall not apply to cabinets, doors or other fixtures which have been fabricated in shops or factories, and which are incorporated into the house. No existing houses, structures, or buildings may be moved onto a lot or building site.

C. Nuisance: No noxious or offensive activity shall be carried on or engaged in upon any lot or in any part of the Common Areas, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or High Density Residential Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. There shall be no dumping of any garbage, fish, shrimp, crabs or other seafood, bilge, effluent, gasoline, diesel fuel or trash of any kind on, or into any street, unit, waterway, or Common Area, except for the collection of such garbage, trash, etc. in sanitary containers pending collection by garbage collectors. Burning of garbage or trash is expressly prohibited. No noisy, noxious or offensive activity, including excessive generator noise, shall be permitted or carried on upon any Lot. In the case of dispute(s) under this section, the Developer, or following the assignment of such responsibilities to the Association, then the Association through its duly authorized officer, shall be the sole authority to determine whether an activity is noisy, noxious or constitutes a nuisance hereunder. Construction may be conducted only on Monday through Saturday from 7 a.m. until 6 p.m.

D. Parking: Outboard motor boats and/or other recreational vehicles shall be parked and/or stored either in the garage or under the carport, or in the backyards of each Dwelling. The parking or storing of such boats or vehicles in the front yards, or on any streets is expressly prohibited, except that short-term parking on the streets for social gatherings or events is permissible.

E Business: No business or commercial enterprise shall be erected, established, maintained, operated or carried on upon any Lot except Lots 1-4 and with the approval of the Committee.

F. Streets: The streets of the subdivision are primarily for the benefit of the residents thereof, and no resident may use the same for the purpose of parking commercial vehicles, old automobiles, or any other purpose of semi-commercial nature. No unlicensed off-road vehicles may be used on the streets, unless the same are operated solely by electricity.

G. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period. Developer, during the sales period of lots in the development, shall be exempt from the provisions contained herein. The naming of any structure is prohibited.

H. Mailboxes: Mailboxes shall be set at least two (2') feet away from the edge of the street. Developer will specify the type of mailbox to be used and approve any decorative effects of and to mailboxes.

I. Oil Exploration: No Oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under, or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. This provision shall not prohibit directional drilling of oil and gas wells under lots.

J. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other generally recognized household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to these Covenants, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or occupant of his Lot, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot and its Owner are subject, and shall constitute a lien against the Lot.

K. Trash: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators are expressly prohibited. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot are subject, and shall constitute a lien against the Lot.

L. Water Wells & Sewerage: Community sewerage will be available. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

M. Clotheslines: Outside clotheslines for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, except in an area enclosed by fence and not visible from any side, front or rear of a lot.

N. Window Units: Window mounted air conditioning or heating units may be used in non-living areas ONLY, such as garages. These units must be installed in such a way that they are not visible from the street.

O. Storage Sheds. Garages & Carports: Storage sheds must be attached to the home, garage or carport and shall be constructed of the same materials as the Dwelling. No prefab storage sheds shall be permitted. Garages and carports may be free-standing.

P Firearms: The use of firearms or air guns is strictly prohibited.

Q [reserved]

R. Roof: All roofs shall be covered with cement shingles, slate, commercial metal roof, stone, copper, aluminum shake shingles, mineral coated asphalt shingles, or fire retarding wood shingles. The pitch of the roof above all living areas must be at least 3 on 12 unless the Developer, Association, or Architectural Review Committee has approved other such roof pitch. Built up asphalt roofs shall be permitted on flat surfaces covering areas such as decks or carports. No roof shall be covered with an exposed metal material, unless such metal roof has been approved the Developer, Association, or Architectural Review Committee.

S. Shutters: Where shutters are deemed appropriate, only wood, vinyl, aluminum or other Developer approved materials will be allowed. Side mounted shutters' width must be proportionate to the window (1/2 the window width). Storm shutters that unroll are acceptable, provided that the same have been approved by the Developer subsequent Architectural Review Committee.

T. Window Coverings: No foil sheets, cloth sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose. Interior window covering shall be lined in a neutral color.

U. Sales and Construction Activities: Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, it shall be expressly permissible for Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots or the developing of Lots, Dwellings, High Density Residential Areas, Common Areas, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Developer from time to time, provided that the location of any construction trailers of any assignees of Developer's rights under these Covenants shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model homes or residences, and to use any Dwelling as an office for the sale of Lots and for related activities.

V. Time Sharing: No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

W. Screening: All air conditioning compressors, utility boxes, gas/electrical meters, and pool equipment must be visually screened from the street. If landscaping is used to screen these items, plant materials must be at least as high as units being screened. Evergreen plants shall be used for screening purposes and must be of a type that does not die in freezing temperatures.

X. Grade: The grade and general drainage pattern have been set in the subdivision by the Developer and shall not be altered in any manner, and in no case shall any lot be graded in such a manner as to permit drainage from the Lot onto adjacent lots or street. All drainage shall continue to flow toward the waterway adjacent to the Lot. The lot owner is not prohibited from terracing around the main building within a reasonable distance or terracing for flowerbeds.

Y. Neglect: The Developer or the Homeowner's Association to which such duties are assigned and delegated, shall have the right, but not the obligation, to cut grass on any improved lot, vacant lot and unimproved lot whenever it deems it necessary (but not more than once a month) and the owner thereof shall be assessed a charge of \$60.00 per lot for each cutting, or such greater or lesser amount as the Developer or Homeowner's Association may incur, which charge shall constitute a lien against the property.

Z. Work Completion: The Dwelling and all other structures, buildings, and other constructions on any Lot, as approved by the Developer, must be completed within eighteen (18) months after a permit for the initial construction of any structure on such Lot has been issued by the Parish of Livingston or any of its agencies. If a Lot owner desires to construct the Dwelling in one phase and thereafter desires to construct a boathouse or other accessory building as a separate phase, then the Lot owner must complete the boatshed or other accessory buildings within six (6) months from the issuance of a permit for the construction of same by the Parish of St. Bernard or any of its agencies, in the event that any portion of the construction of any structure is not completed within said eighteen (18) month period or six (6) month period, respectively, then the owner of said Lot on which such construction has not been completed shall pay as liquidated damages the sum of two hundred fifty (\$250.00) Dollars per day to the Developer for the benefit of the Association or to the Association itself following the assignment of that portion of the rights and obligations under these Covenants to the Association. These liquidated damages shall constitute a lien on the property, and the Developer or successor Association may proceed one or more times to make such liquidated damages a judgment of a court of competent jurisdiction for the time periods during which such construction is not completed.

AA. Utilities: All utilities utilized will be those furnished by the commercial or parish or municipal suppliers thereof. Propane tanks of under twenty-five (25) gallons capacity may be utilized for barbecues, seafood boils and the like.

AB. Swimming Pools: No above ground swimming pool may be built in the Subdivision. In-ground swimming pools are permitted, provided that no swimming pool may be built within twenty (10') feet of the water's edge, and further provided that the plans for the location and construction of each swimming pool, its apron and associated structures are submitted to and receive the prior written approval of the Developer, or by the Association following the transfer of such responsibility by the Developer to the Association.

AC. Pilings: No pilings will be utilized, whether in the construction of camps, other structures, boathouses

or otherwise, unless said pilings comply with governmental regulations. Creosote pilings that come into contact with navigable waterways are specifically prohibited, and any other use of creosote pilings that is not permitted by governmental regulations is also prohibited.

SECTION IV
PROTECTIVE COVENANTS RELATING TO WATERWAYS,
THE RECREATION AREA, OTHER COMMON AREAS and MAINTENANCE

A. Recreation Area, Waterways, and other Common Areas: waterways, streets, boulevard medians and cul-de-sacs comprising the Common Areas are owned by the Developer and will be transferred and conveyed in full ownership by the Developer to the Association or as otherwise provided in these Covenants. The use and maintenance of the Common Areas and all other matters relating to the Common Areas will be subject to the regulations and rules relating to and establishing the rights and responsibilities which may be hereinafter established by the Developer, or by the Association following the transfer and conveyance of the Common Areas by the Developer to the Association and provided that the Developer has assigned the responsibility for the making and enforcement of regulations and rules related thereto to the Association. Prior to the assignment by Developer to the Association of responsibility for the making and enforcement of regulations and rules relating to the Common Areas, Developer retains all rights in connection therewith, regardless of the ownership of the Common Areas at issue. Subject to those rules, regulations, fees, and charges, every Owner and his family, tenants and guests shall have and is hereby granted the non-exclusive right, privilege, and servitude of access to and the use and enjoyment of the recreational area and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot such Owner's rights of access to and use of the Common Areas so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the Common Areas on the same basis as an Owner and his family and guests. No fish or animal remains shall be dumped in the Waterways. Any such dumping activities will result in fines of \$1,000 per occurrence.

B. Boathouses: Boathouses or similar structures may be constructed by the owners of lots, upon the Common Element waterway that is contiguous to their lot, upon obtaining prior approval, in accordance with the above procedure, from the Architectural Control Committee. Said boathouses or similar structures shall not hinder navigation within the waterway, shall not have enclosed sides except for lattice or screen as approved by Developer or Association, and shall not exceed at their highest point a height of twenty-two (25') feet above mean sea level. The highest point shall include but is not limited to any handrails, roofline, antennas or any other structure or attachment. Boathouses may be either perpendicular (90 degrees) to the bulkhead, or if angled 45 degrees from the bulkhead to insure uniformity within the development. No portion of any boathouse or similar structure, including but not limited to edges of roofs or other overhangs, shall extend out into any Waterway for greater than thirty-five (35') feet from the bulkhead. No boathouse shall be constructed or extended to within five (5') feet of any side boundary line, whether a boundary line in the water, a boundary line at the intersection of the bulkhead or the water or a boundary line on land. This prohibition against encroachments includes but is not limited to any wharfs, sheds, docks, pilings, rooflines or any other structures in, under or above the water. The Developer, and after assignment of such duties, the Homeowner's Association or its Architectural Control Committee shall regulate the location and placement of all boathouses or similar structures. Boathouses may not exceed (45') feet in length.

C. Commercial Vessels Prohibited. No commercial vessels may be docked or moored within the Property. This prohibition includes but is not limited to commercial shrimp and oyster vessels (defined as vessels bearing oyster harvesting equipment, nets or which typically bear nets that require permits or licenses from any governmental agency), tugboats, liftboats, barges and vessels traditionally used in the

support of the offshore oil and gas industry, such as utility and supply boats, if charter boats may provide a taxi service for owners, tenants, friends, and guests. The decision of the Developer, the Association or the Architectural Review Committee, as may be appropriate, as to the suitability of vessels docked or moored within the Property shall be final.

D. Mooring Devices: No owner shall place any permanent anchor or mooring device in the common area waterways without the prior written approval of the Developer. All mooring devices must be completely clear and independently separate from the proposed vinyl bulkhead. Pilings and/or independent bumpers must be installed in front of the proposed bulkhead to prevent any watercraft from coming in contact with the bulkhead.

E. Operation of Watercraft: No owner, member of his family, guest, or servant shall operate any boat, vessel or other watercraft upon the common element waterways in a reckless or dangerous manner, or while under the influence of any intoxicating chemical substance, or at a speed greater than idle speed.

F. Docking of Watercraft. No boat or vessel shall be docked or moored onto the exterior of any boathouse or similar structure in any manner whatsoever. No owner shall allow any boat, vessel or watercraft to be moored or docked which is of an unsightly appearance, or in a deteriorated condition, which is likely to cause damage to the docks and/or wharves, or which is a menace to navigation. In case of dispute, the DEVELOPER, or the Association following the delegation of authority thereto, shall determine whether any boat, vessel or watercraft is of an unsightly appearance, deteriorated condition, or a menace to navigation. The appropriate authority may, however, approve any such vessel to be moored or docked on a temporary basis. No boat or vessel exceeding in length seventy-five (75%) per cent of the lot's water frontage may be docked at a Lot. No boat shall be docked or moored to any bulkhead. Houseboats may be docked at a Lot on which a Dwelling has been constructed, provided that such houseboats have received the prior approval of the Developer. Houseboats may be docked at a Lot on which no Dwelling has been constructed provided that such houseboats have received the prior approval of the Developer, and then only until such time as a marina facility with Lots designated for houseboats has been developed by DEVELOPER and designated as Additional Property subject to these Protective Covenants, as such Protective Covenants have been amended by the DEVELOPER to govern marina type facilities. DEVELOPER is under no obligation to construct or develop such marina type facilities.

G. No Swimming. Common area waterways are to be used for navigational purposes only. Recreational swimming by any person is prohibited in the Common Area waterways.

H. Maintenance (Bulkhead): Lot owners may alter or amend the bulkhead only with the express approval of the Committee.

I. Maintenance (Home Exterior): Each owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports, or other approved accessory buildings. This shall include the painting or replacement of roofs, gutters, downspouts, and exterior building surfaces and any other necessary maintenance as same shall become necessary and visible to the naked eye.

J. Changes in Boundaries: Additions to Common Areas: Developer expressly reserves for itself and its successors and assigns, the right to change and re-align the boundaries of the Common Areas, any Lot, Dwellings, or High Density Residential Areas owned by Developer, including the realignment of boundaries between adjacent Lots, Dwelling, and/or High Density Residential Areas owned by

Developer, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Areas and shall be evidenced by a revision of or an addition to the Subdivision Plat which shall be recorded in the Map Records of the Clerk of Livingston Parish, Louisiana. In addition, Developer reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, as an addition to the Common Areas and subject to the title exceptions set forth in other provisions hereof. Furthermore, Developer reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use, such other portion of the Development owned by Developer as it, in its discretion, shall choose.

SECTION V MAINTENANCE

A. Prior to construction, all purchasers must maintain their property free of debris, high grass, and weeds. The Architectural Control Committee shall give notice by certified mail to any owner who does not maintain his property accordingly. If the property has not been satisfactorily maintained within thirty (30) days from the date of the receipt of the notice by the property owner, the Architectural Control Committee may maintain the property free of high grass, weeds, and debris, and thereafter file a lien against the property, setting forth the cost required to maintain such property and said Architectural Control Committee may bring an action at law against the owner personally to enforce said lien, including the collection of reasonable attorney fees, interest, and court costs.

B. Each owner of the lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fences, and driveways located on that lot, and they shall be maintained in a reasonable fashion with that of the community.

C. Each owner of a lot occupied as a living unit shall keep the exterior of said living unit reasonably maintained, including garages, and including the painting, repairing, or replacement of roofs, gutters, downspouts, and exterior building surfaces.

D. In the event any owner of a lot occupied as a living unit does not provide the reasonable maintenance provided in the two (2) preceding paragraphs, the Architectural Control Committee shall give the delinquent owner written notice of his maintenance deficiency, and if said delinquent owner fails to correct said deficiency within thirty (30) days thereafter, said Architectural Control Committee may cause the deficiency to be corrected at the expense of the delinquent owner. The Architectural Control Committee may cause a lien to be filed against the property of the delinquent owner for the value of the expense incurred in correcting the maintenance deficiency and said Architectural Control Committee may bring an action at law against the owner personally to enforce said lien, including the collection of reasonable attorney fees and court costs.

E. All trash, litter, and refuse shall be placed and kept in receptacles, the size, design, height, volume, and placement of which shall be subject to the prior approval of the Architectural Control Committee.

No owner of any lot, parcel of ground, or condominium unit nor the Architectural Control Committee nor the Tickfaw Landing Homeowners' Association shall construct or install, nor permit the construction or installation, of any above ground electrical facilities on any lot in or any portion of this subdivision.

SECTION VI

SEWERAGE

The maintenance of the Association's Sewerage Treatment Plant (STP) shall be the responsibility of the Homeowners' Association and all related costs will be collected as part of annual maintenance fees. No person shall provide or install a method of sewerage treatment other than connection to the Association's STP. All swimming pool filter systems and other equipment related thereto shall comply with all applicable codes and ordinances of the Livingston Parish Board of Health and the State of Louisiana. Each living unit shall have a separate sewerage and water connection.

SECTION VII DRAINAGE OF LOTS

- A. All lots shall be graded to drain to the nearest waterway. No water can be caused to drain onto adjoining lots. The setbacks from the side property line provide a watershed from the rear of each lot, as well as a green area for trees.
- B. Open ditch storm drainage from lots to common ponds will not be allowed.

SECTION VIII COMMON GROUNDS

Each owner shall reimburse the Association for expenditures incurred in repairing and/or replacing any common area and facility damaged through his fault, or that of his guests, invitees, and/or licensees, and said owner may be assessed, fined, or liened for cost of repairs and/or replacement.

SECTION IX CLEARING OF LOTS

All trees, debris, brick, scrap lumber, etc. must be removed from lots. No burning will be allowed. No waste, trash material, litter, etc. shall be put on adjoining lots. No trees exceeding five inches (5") in diameter at the base shall be felled or otherwise removed without the prior approval of the Architectural Control Committee.

SECTION X ENFORCEMENT

- A. all sums assessed by the Association but unpaid for the shares of expenses chargeable to any lot or condominium unit shall constitute a lien on such lot or unit prior to all other liens except only:
 - 1. tax lien on the lot or unit in favor of any assessing unit and special district, and
 - 2. all sums unpaid on the first mortgage of record. Such lien may be enforced by suit by the Tickfaw Landing Homeowners' Association or its agent in like manner as a mortgage on real property. The Tickfaw Landing Homeowners' Association shall have power to bid in the unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money Judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the liens securing the same. This paragraph in no way limits or detracts from the privilege upon the lot and improvements of any owner of a lot of condominium unit who fails to pay charges, expenses, or dues imposed upon such lot and/or improvements thereon in accordance with these recorded restrictions and Louisiana Revised Statutes 9:1145.

- B. Enforcement of these restrictions shall be proceeding at law against any person violating or attempting to

violate any restrictions or failing to comply with the mandatory exterior maintenance mentioned, either to restrain violation, enforce compliance, or restrain use and occupancy of the property until the restrictions are fully complied with, and/or to recover the damages for the violation of the restrictions.

C. In addition to any other remedy contained in these restrictions, and without any way limited the same, the Tickfaw Landing Homeowners' Association or its agent, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exist and summarily abate and/or remove the same at the expense of the owner and any such entry, abatement, or removal shall not be deemed a trespass.

SECTION XI GENERAL PROVISIONS

A. These restrictions are to run with the land and shall be binding upon all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years. However, these restrictions may be amended by the recordation of a written instrument in the Livingston Parish public records evidencing the consent of seventy-five percent (75%) of all owners of any lot, parcel of ground, or condominium unit to said amendment.

B. Each owner of any lot, parcel of ground, or condominium unit automatically is enrolled as a member of the Tickfaw Landing Homeowners' Association and subject to the rules and regulations of the same. No such owner may withdraw from said Association, nor in any way limit his obligations thereunder, for so long as he remains an owner of any said lot, parcel of ground, or condominium unit.

C. No owner of any lot or parcel of ground, or any condominium unit or units shall exempt themselves from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities of by the abandonment of his lot or parcel of ground or condominium unit.

D. Each owner of an undivided interest in any lot, parcel of ground, or condominium unit shall share, with his co-owners, the rights, duties, and obligations arising under these restrictions on a pro-rate basis determined by the respective percentage of ownership of said persons in the said lot, parcel of ground, or condominium unit.

E. All headings of Section listed herein are deemed merely illustrative and will in no way detract from the substantive provision set forth thereunder.

F. These provisions are separable and invalidation of any one of these restrictions by judgment or court order shall in no manner affect any of the other restrictions which shall remain in full force and effect.

THUS DONE, READ AND SIGNED, at my office in Hammond, Louisiana, on this 21 day of February, 2022.