

**ACT CREATING
DEED RESTRICTIONS
AND COVENANTS**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

BY: OLYMPIC PROPERTY DEVELOPMENT, L.L.C.

FOR: WOODLAKE ESTATES SUBDIVISION

BE IT KNOWN, that on this 22nd day of January, 2009.

BEFORE ME, J. Kincaid Jackson, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

OLYMPIC PROPERTY DEVELOPMENT, L.L.C. (TIN **-*2286)**, a Louisiana Limited Liability Company domiciled in the Parish of Tangipahoa, State of Louisiana, which has a mailing address of 69209 Highway 59, Mandeville, Louisiana 70471, represented herein by its Manager and all of its Members. (hereinafter referred to as “Developer”).

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Sections 27 and 34, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, being a parcel containing approximately 79.6427 acres of land, on which 127 residential lots have been developed, known as Woodlake Estates, Phase 1. Said lots are described in accordance with the plat and survey prepared by Ronal Clement, dated July 1, 2008, as revised thereafter if applicable, hereinafter referred to as the “plat”. A full legal description of the parcel on which the residential lots are located and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, Tangipahoa Parish, as Map File No. _____, all of which is incorporated herein by reference. Also, all or part of the additional property described on Exhibit A (attached hereto and made a part hereof) may be subject to these Restrictions at a later date, but only by a written act accomplishing the same signed by the owner of such property.

AND WHICH DEVELOPER DECLARED, that Developer desires to submit all lots within Woodlake Estates, Phase 1 as shown on the referenced subdivision plat to certain deed restrictions and covenants in order to provide for the preservation of values and in the subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

NOW THEREFORE, the Developer hereby declares that all residential lots in Woodlake Estates, Phase 1 shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof, and in addition these Deed

Restrictions and Covenants shall also be deemed to create contractual rights binding upon the lot owners and shall be enforceable both as predial servitudes and as contractual rights.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS FOR WOODLAKE ESTATES, PHASE 1

I. DEFINITIONS

1. Architectural Committee – Shall mean and refer to Woodlake Estates Architectural Control Committee authorized and provided for hereinafter (WEACC)
2. Developer – Shall mean Olympic Property Development, L.L.C., its assigns, or transferees of the Developers rights..
3. Lot – Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in Woodlake Estates, as shown on the recorded plat, and any other lots in future phases of the subdivision if Developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by Developer is developed.
4. Rules and Regulations – Shall man the Rules and Regulations as may be promulgated by the WEACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction. Said term shall also apply to rules and regulations adopted and promulgated by the Developer or Association pertaining to the use of and conduct upon Lots and improvements thereon and the common areas and facilities.
5. Association – Shall mean and refer to Woodlake Estates Property Owners Association, Inc., (or other similar name) a non-profit corporation composed entirely by all of the property owners of the subdivision herein described, and future phases as developed.
6. Directors – Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

II. USE OF PROPERTY

1. The residential lots in the subdivision were approved for single-family use by the proper Parish authorities. The lots shall be subjected to no other use than those allowed under the Planned Unit Development Zoning Classification by the Parish of Tangipahoa as of the date of this instrument. Developer, may, however, utilize a lot or lots as sales and/or administration offices until all lots all phases are sold.
2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

III PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.
2. Clotheslines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.
3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot if stored in such a manner and for periods deemed reasonable by the WEACC in its discretion.
4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The only exception shall be construction material storage trailers which the WEACC may in its discretion allow on a lot temporarily while construction proceeds but for strictly limited time periods. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, storage shed, or machinery or equipment related thereto enclosed and kept within a garage or behind a fence enclosure such that it is not visible from any other lot or the street, and provided the fence or landscaped enclosure is approved by WEACC as to location, size and materials. No such storage area shall be located in the front yard (the front yard being measured from the front of the house to the front property line) or the side yard of a corner lots (the side yard being measured from the side of the house to the side property line adjoining the street right of way).
5. Trees – Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for the purpose of the construction of improvements thereon, no sound trees measuring in excess of twelve (12) inches in diameter shall be removed without written approval of the WEACC. Unless necessary for fence installation or to implement the Parish approved drainage plan, no trees shall be removed within ten (10') feet of the side or rear property lines although scrub brush may be cleared from said area.
6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.
7. No detached outbuilding shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal, or in violation of these restrictions.
9. No individual water supply systems or sewerage treatment plants or septic tanks shall be permitted. Water and sewer services shall be supplied by the supplier designated by the Louisiana Public Service Commission and contracted by Developer.
10. No trash or junk pile including discarded building materials shall be allowed to be placed or to remain for longer than five (5) days anywhere in the subdivision, including vacant lots.
11. No changes in the elevations or drainage of the land created by filling or grading, except changes required to meet government regulations required by a governmental agency, shall be made on the property without prior approval of the WEACC. Such changes shall in no manner adversely affect any neighboring property.
12. All antennas must be of the concealed type installed inside attic space or other enclosure, except as WEACC is required to permit under the regulations of the Federal Communications Commission. The location of any outdoor antennas if WEACC is required by law to permit same, must be approved in writing by the WEACC prior to installation. Eighteen (18") inch satellite dishes are allowed only if hidden from sight and installed in a manner and location approved by the WEACC.
13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. 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.
14. No work altering the elevation of the property or construction of any kind on the property can be done on the Property except with the advance written approval of the WEACC.
15. No owner shall install or cause to be installed any mailbox and/or front yard exterior lighting except as approved by the WEACC. The WEACC reserves the right to require standardized mailboxes and/or front yard exterior lighting for all lots, which will be supplied by WEACC for the cost thereof or purchased from a supplier designated by WEACC to assure uniformity.
16. Swimming, and the use of motorized boats, personal water craft, or any other motorized flotation devices (except small boats powered by an electric-not gasoline-trolling motor) are specifically prohibited on any lake in the subdivision.
17. No lot may be subdivided.
18. No newly constructed house shall be occupied until any front yard area disturbed during construction is properly graded and restored to an attractive state and is sodded with grass, or ornamental ground cover or grasses. Front yard Areas undisturbed by construction may remain

undisturbed in their natural state. The front yard is defined for these purposes as the area from the front of the house to the street pavement excepting landscaped bed areas. The owner shall thereafter maintain the area which comprises the shoulder of the public road which lies between his property line and the paved street area.

19. No above ground butane tanks are permitted Any such tanks shall be buried within the building set back lines so that the top of said tank is at least one foot below the ground.

IV. EASEMENT OVER LOTS

The Developer shall have the right to grant reasonable licenses, easements and right of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines over portions of the lots prior to the sale of the lot to the owner occupant. Further there is herein and hereby established a drainage servitude five (5') feet wide along the interior sideline(s) and rear boundary of each lot, whether or not depicted upon the recorded subdivision plat, so as to either preserve the natural drainage area or for the purposes of installing either surface swales or subsurface drainage as determined necessary by Developer or WEACC to implement the Parish approved drainage plan, from time to time, to facilitate drainage of all lots toward the street on which each lot fronts in accordance with the drainage plan approved by the Parish engineering office at subdivision approval. Fences cannot interfere with drainage. The cost of construction of drainage improvements necessary to implement these servitudes and the Parish approved drainage plan on said lots shall be borne by the property owner.

V. MEMBERSHIP IN THE WOODLAKE ESTATES PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as Woodlake Estates Property Owners Association, Inc. (or some similar name), the membership of which is comprised of all owners of property located in Woodlake Estates Subdivision. It is noted that Developer owns and/or may purchase hereafter, surrounding land and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants, and the purchasers of lots therein will become members of this same association.

One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote. The right of each lot to cast one vote may not be varied or diluted thereafter, provided however, that voting rights shall be activated only when 75% of all lots, including all future phases have been sold by Developer.

Common property will eventually include certain lakes and greenspace and conservancy areas, as designated on the plat (or subsequent plats as various later phases are approved) and the recreation facility and any additional common property may be designated in later phase(s) of the subdivision. All common property will eventually be conveyed to and owned by, and from the date improved and included within an approved phase of the subdivision shall be maintained by the Association even though said areas designated for common ownership may continue to be owned by Developer for a time thereafter.

This Association shall be responsible to implement the provisions of these restrictions and enforce these restrictions and covenants.

VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control Committee. No structure shall be erected on any lot or elsewhere on the property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word “structure” shall be construed most broadly and shall include but not limited to buildings, tennis courts, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae, and other reception devices, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. There may be a reasonable fee charged to submit plans for approval of and to assure compliance with the implementation of the plans and the restrictions and covenants herein. In addition to the matters otherwise provided herein, architectural control shall include the approval of a structure’s size, structural and exterior construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. The Developer does hereby establish and designate the Woodlake Estates Architectural Control Committee (the “Architectural Committee” or “WEACC”) to perform the duties set forth herein. A majority of members must be present for meetings and all matters not approved by a majority vote are denied.

2. Architectural Committee Membership. The Architectural Committee shall eventually be composed of at least 3 persons and no more than 5 persons, being the then serving President, Secretary and Treasurer of the Association, unless otherwise determined by a majority vote of the Board of Directors of the Association. However, until One Hundred percent (100%) of the lots in all existing and/or planned filings and phases of Woodlakes Subdivision have been built, completed, and transferred to owners who will occupy the homes as their principal residences (unless the initial committee resigns without designation of a designee or successor), the Architectural Committee shall consist of two (2) members or representatives of the Developer, or their designees or successors. The Developer may relinquish control of the Architectural Committee to the Association at any time it may choose.

3. Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Architectural Committee two (2) sets of plans and specifications for the construction,

remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dishes and other improvement deemed significant by the Architectural Committee. No work may commence on any Lot until the written approval of such plans has been given by the Architectural Committee. No building on any Lot may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or not in accordance with plans approved by the Architectural Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to one of the committee members at the address of Developer at 406 N. Florida Street, Suite 1, Covington, La. 70435. Once the Developer relinquishes control of the Architectural Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary. The following must be submitted (the "Final Plans"):

- (a). A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and interior floor plans with ceiling heights. Any plans for a home or other improvements should be drawn to "industry standards". In the event the plans are not drawn to "industry standards", they may not be approved by the Committee.
- (b). A site or plot plan on a scale 1:20, showing the location of all improvements on the Lot, building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale drainage plan for the Lot, building setbacks and servitudes.
- (c). The Construction Deposit (as set forth in Section 6 below) must be received prior to the review of the plans by the Committee.

Any other request for any approval required by the Architectural Committee shall be submitted in writing by the applicant (with appropriate drawings or other information) to the Committee. Approval required by the Committee is not effective unless it is in writing and signed by a member of the Committee. Unless otherwise stated herein, if a request for approval is submitted to the Committee and the Committee issues no written approval thereof, this shall be considered a disapproval of such request by the Committee.

4. Review of Plans. The Architectural Committee may issue its written approval or disapproval of such plans submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months after the date of approval of the plans or any other proposals, then the approval is void.

5. Indemnification. Each member of the Architectural Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Architectural Committee at the time such expenses are incurred, unless the member of the

Architectural Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Architectural Committee may be entitled, but shall be in addition to such other rights.

6. Construction Deposit. At the time of submission of the Final Plans (as set forth in Section 3) to the Architectural Committee, the Owner shall make a \$500 Construction Deposit payable to Olympic Development, LLC (or its designee). The Architectural Committee shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$500). The purpose of the Construction Deposit is to insure:

(a) Plans are submitted to the Architectural Committee as set forth in Section 3 above. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Developer, the Architectural Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.

(b) Landscaping is accomplished as set forth in Section 11. In the event landscaping is not accomplished according to Section 11, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Developer. Further, all other rights of the Developer, the Architectural Committee and the Association may have with respect to approval of the plans shall continue, including the right to fine the Owner, rights to injunctive relief, damages and other rights.

(c) A clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Architectural Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Architectural Committee and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this Section however, neither Developer, the Association nor the Committee shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the

Construction Deposit or other damage collection provisions are not made for such damage.

If no violations or damage occur (or if no deductions for such damage are made from the Construction Deposit by the Architectural Committee or the Association), the Construction Deposit will be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in these Restrictions. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements.

7. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the WEACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the WEACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the WEACC. Any change in plans and specifications during construction from those approved by the WEACC shall be resubmitted for specific approval.

8. Disclaimer. Review of plans and specifications by the WEACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the WEACC for the alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, no such duty is owed, and purchasers of lots waive such rights.

9. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the WEACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) feet square. However, a larger sign may be erected by the Developer at a location approved by the WEACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the WEACC determines appropriate.

10. Authority to Grant Variances. The WEACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants, including a reduction of the required square footage not to exceed ten percent (10%), provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the WEACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the WEACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by WEACC. Nor shall the grant of a variance in any manner

alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly from said board(s).

11. Landscaping. Before the date of occupancy of a house on the Lot, the Lot Owner shall:

(a). sod with grass at least the front yard (and side yard facing the street if a corner lot), such yards to include, for the purposes of this paragraph, the public right-of-way between the Lot and any street adjacent to the Lot,

(b). install some beds or other planting including mature ornamental shrubbery along any sides of the house facing a street, and

Any Lot Owner who does not complete said landscaping prior to the date of occupancy of a house on the Lot shall pay a fine of \$300 to the Developer for each thirty (30) day period the landscaping is delayed beyond such date, although the Developer may grant extensions to the Lot owner for the completion of such landscaping (without fines) in case of hardship caused by weather or other circumstances (such decision to be in the discretion of the Developer). For any fines set forth in this paragraph, the Developer shall have lien rights to enforce payment of such fines.

12. Dwelling Size. No dwelling shall be constructed on any lot having less than two thousand (2,000) square feet of living area (heated and cooled), this being exclusive of open porches and garages. Minimum ceiling height of nine (9) feet is required. A roof pitch of 8/12 on the main roof is required. For a structure of more than one (1) story, there will not be less than one thousand five hundred (1,500) square feet of living area on the ground floor. Each residence will have in addition, at least a two car garage, the entry which cannot extend beyond the front wall of the house by more than six (6) feet. Carports are expressly prohibited. The WEACC shall not permit the repeat of the elevation plan of any house, even in reverse, on the same street in the subdivision.

13. Building Location – Culverts – Elevations

(A) All buildings shall be setback from the front of the respective lot's property boundary line at least twenty five feet (25'); shall be setback from the side of the respective lot's property boundary line at least ten feet (10'); and shall be setback from the side of the respective lot's property boundary line at least five feet (5').

(B) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described under "Restrictive Covenants" in the top right hand corner of the plat, or as shown on the actual lot depiction on the plat itself. No construction of tennis courts is permitted and no construction of swimming pools is permitted closer to the street than the front of the house. Any and all greenbelts, servitudes, and the like as shown on the plat, are hereby adopted and incorporated into these Restrictions, and construction of any nature which interferes with any servitude or greenbelt is prohibited. These yard requirements apply to both the primary living

structure and accessory buildings. The architectural style, proportions and materials of any accessory building should match or be compatible with that of the primary structure, and plans and locations therefor must be submitted just as for the primary structure. WEACC may grant set back variances for accessory buildings or structures in its sole discretion.

(C) All that portion of all driveways and aprons and off street parking areas located within the street right of way line, up to the actual property line must be finished with a top layer of concrete and bulkheaded with concrete. All driveways must have a culvert approved in size by the WEACC. Each driveway must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right in its discretion to designate an engineer to inspect and assure proper culvert size and elevation and a subcontractor to install the culvert to proper elevation at property owner's expense. If the builder or owner does not properly install the culvert, he will be notified by the Developer or the WEACC and failure to correct same within fifteen (15) days of notice will result in the Developer or the WEACC correcting same and the assessment of this cost to the lot owner and builder.

(D) The placement of driveways on lots must be approved by the WEACC to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved. No driveway shall be permitted to be built any closer to any property line than two (2') feet.

(E) Construction of any nature, except fences which do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitudes, to join the street.

(F) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the Parish Engineering Department or a licensed surveyor.

(G) The WEACC will require that all piers on raised houses be faced at least on the street, and at the discretion of the WEACC, other side(s) with a material which is compatible with the building materials of the residence, and that lattice or other acceptable material be used to close/skirt in the open area between the piers, at least facing the street, and at the discretion of the WEACC on other sides as deemed appropriate.

14. Fences. All fences must be approved prior to construction by the WEACC for both placement and materials. No fence shall extend beyond the front of the house into the front yard area, it being the intention that only rear yards be fenced. Rear yard fences are further restricted on any corner lot, so that no rear yard fence shall be constructed closer than 7.5 feet to the side street. Swimming pools must be completely fenced and secured. Fences cannot exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any lot. No natural "fence" or "wall", consisting of any hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or

permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. Front or rear yards may be equipped with the electric "invisible fencing" in order to restrain pets within the yard area, but may not extend beyond the property lines into the unpaved portion of the dedicated street and utility line rights of way. Fences adjacent to any greenbelt or recreational areas except for buried electronic fencing may be prohibited or required to be offset back off the properties line, and into the lot yard area, and if allowed must be constructed of an attractive, non-opaque material, as determined by the WEACC. The association reserves the right to require all such fencing along the greenbelt or recreational area to be uniform.

VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the WEACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants, including but not necessarily exclusively:

(a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and the right to maintain and to incur debt and to mortgage any common property which might hereafter be acquired in order to maintain or improve same.

(b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and

(c) The right of the Association to suspend the voting rights of any member, for any period during which any assessment made by the association remains unpaid and for any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association of these restrictions.

(d) The right of the Association through its Board of directors or Developer (or prior to activation of the Association) to establish reasonable rules and regulations in order to implement the intents and purposes of these restrictions and covenants regarding the use of lots, dwellings and any common areas and facilities. Copies of such rules and regulations and any amendments thereto shall be furnished by the Association to all owners prior to the effective date. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless overruled, cancelled or modified by the Board of

Directors or a majority of the total votes of the membership at a regular or special meeting provided the notice of the meeting included notice of the action sought to be voted upon.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Except for Developer owned lots which are exempted from assessments in consideration of management duties fulfilled by Developer, each person, group of persons, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as “dues” “assessments” or “ carrying charges”, 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. It is specifically agreed that dues will be determined originally by the Developer and thereafter by the Board of Directors elected by the members as set out herein and in the Articles of Incorporation and By-Laws of the Association. Owners specifically understand and owners consent, contract and agree, by purchasing a lot in the subdivision, that annual dues may be increased by the Developer or the elected Board of Directors and that special assessments may be levied initially by the Developer, or once the Association is activated, by a majority vote of the members. Unanimous consent to increase annual dues and levy special assessments is specifically not required. Dues shall include expenses related to, but in no way be limited to, the following:

- (a) The cost of all insurance, operating, maintenance and repair expenses, expenses for services rendered and reserves as authorized and approved by the Association through the Board of Directors, for the common property and areas.
- (b) The cost of necessary management and administration,
- (c) The cost of any security guard services, or other services rendered at the request of the Association.
- (d) The cost of maintaining, operating and insuring the recreational facility and any other common property and areas including the lakes, greenspace and conservancy areas depicted upon the subdivision map. It is specifically noted and agreed that all streets, drainage easements infrastructure as well as all common area improvements constructed by Developer shall be deemed completed in a satisfactory and workmanlike manner in accordance with local standards when final parish approval is given thereon, and Developer shall have no further responsibility or liability to any homeowner than to meet the Parish of Tangipahoa building and completion standards.
- (e) Contingencies for legal or other professional services and court costs necessary to assure and force compliance with the restrictions.

2. Determination of Regular Assessment. Initially, the Developer has the authority to set and approve reasonable budgets and dues until the Association is activated and the first elected Association officers take office. Thereafter, the Association (acting through its Board of Directors) by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessments may be levied and collected in advance on a monthly, quarterly, semi-annual or annual basis, and pre-payment may

be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but any member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Until the association is activated, Developer is authorized to approve annual assessments based upon actual or reasonably anticipated costs and bill for and collect same.

3. Special Assessments. In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, approved by the Developer, or once the Association is activated, by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

4. Failure to Comply With Provisions of Restrictions. Should any property owner fail to properly maintain its property, grounds and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- i) Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
- ii) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
- iii) The Association shall assess the property owner for the full costs of such work performed for the owner's benefit, to assure compliance with these restrictions and covenants. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the violation.
- iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance or to take the action required in order to assure compliance with these restrictions within five (5) days of receipt of the certified demand letter, then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and/or to assure compliance with these restrictions.

5. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Board of Directors may fix, not to exceed 25% of the amount due.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

Notwithstanding anything in these Restrictions to the contrary, the Developer shall be exempted from the payment of any regular assessments, special assessments, or any other charges or assessments of any kind to the Association. The Developer, however, will make contributions to the Association to cover the shortfall between the assessments income and actual expenses of the Association (not including reserves and contingency funds) until such time as the Developer conveys the common property to the Association.

6. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.

7. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.

8. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

9. Additional Default. Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Unless otherwise specified herein or in the Articles of Incorporation or the By-Laws of the Association any action of the Association which is required to be voted on shall be deemed approved and authorized by a vote of 51% of the members.

X. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51%) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

XI. GENERAL PROVISIONS

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument of termination.

2. Amendments or Repeal. Any provisions contained in this act may be amended or repealed, even if the amendment is more burdensome, by the recordation of a written instrument specifying the amendment, or the repeal, of any portion or all of these restrictions certified by the Board of Directors to have been approved by the owners of seventy five (75%) percent of the lots of record as of the date of the instrument(s), and the Developer's signature if the Developer continues to own one lot at the time the amendment is adopted. The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose and this provision cannot be amended without Developer's written consent. Any person or entity purchasing a lot in this subdivision specifically and contractually consents to these provisions pertaining to amendments and repeal and relinquishes any right to contest or refuse to comply with any amendment, even those creating restrictions more burdensome or restrictive than initially set out herein, provided the amendment(s) are adopted as set out hereinabove.

3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provisions of this act shall be deemed to have been contractually agreed to by all lot owners who purchase a lot herein and deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.

6. No Waiver. Failure to enforce any of the provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

{Signatures follow on the next page}

IN WITNESS WHEREOF, Developer has executed this instrument on the date set forth hereinabove in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.

WITNESSES:

Print Name: _____

Print Name: _____

**OLYMPIC PROPERTY DEVELOPMENT,
L.L.C.**

By: _____
John C. Yemelos, Member, Manager

By: _____
Irene Yemelos Lalla, Member

By: _____
Cassandra Yemelos, Member

J. Kincaid Jackson
Notary Public (La. Bar. #27700)