

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

**FOR**

**RIVER CLUB  
A Residential Community**

**BY**

**RIVER CLUB DEVELOPMENT, L.L.C**

St. Tammany Parish 20  
Instrmnt #: 2005812  
Registry #: 2410520 bdp  
12/14/2015 3:50:00 PM  
MB CB X MI UCC

**PREPARED BY:**  
A. Wayne Buras  
Jones Fussell, LLP  
December 14, 2015

# TABLE OF CONTENTS

HEADINGS	PAGE NUMBERS
<b>Article I – Property</b> .....	<b>2</b>
<b>Article II – Definitions</b> .....	<b>3</b>
2.1 Definitions .....	3
<b>Article III – Ownership of Common Areas and Creation of Servitudes</b> .....	<b>5</b>
3.1 Transfer Obligation of Developer .....	5
3.2 Right of Control .....	5
3.3 Common Areas, Open Spaces, and Community Facilities .....	6
3.4 Dock and Boat House for Lease or Sale .....	6
<b>Article IV – Additions By Developer</b> .....	<b>6</b>
4.1 Additions.....	6
4.2 Recordation of Modification .....	6
<b>Article V – Owners Association</b> .....	<b>7</b>
5.1 General.....	7
5.2 Membership .....	7
5.3 Articles and Bylaws .....	7
<b>Article VI – Rights Under Owners Association</b> .....	<b>8</b>
6.1 Members’ Right of Enjoyment.....	8
6.2 Suit Limitations.....	8
<b>Article VII – Assessments</b> .....	<b>8</b>
7.1 Annual Assessments.....	8
7.2 Special Assessments .....	10
7.3 Non-Payment of Assessment.....	10
7.4 Acceleration of Installments .....	10
7.5 Annual Membership Assessment .....	10
7.6 Increase in Maximum Assessment .....	11
7.7 Lien Filing.....	11
7.8 Commencement of Annual Assessment .....	11
7.9 No Dues Discrimination.....	11
7.10 Attorney Fees.....	12
<b>Article VIII – Property Rights</b> .....	<b>12</b>
8.1 General.....	12
8.2 Members’ Right of Enjoyment.....	12
8.3 Recreational Facilities.....	13
8.4 Access .....	13
8.5 Servitudes for the Association .....	13
8.6 Changes in Boundaries; Additions to Common Areas .....	14
8.7 Servitudes for Utilities and Public Services .....	14
8.8 Servitudes for Walks, Trails, Signs, Perimeter Fencing, and Greenspace.....	15
8.9 Servitudes for Association .....	15
8.10 Sales and Construction Offices .....	15
8.11 Servitudes for Undeveloped Parcels of the Property .....	16
8.12 Maintenance Servitudes .....	16

8.13	Environmental Servitude.....	16
8.14	Servitudes on the Plat.....	17
<b>Article IX – Architectural Control Committee.....</b>		<b>17</b>
9.1	Standards.....	17
9.2	Architectural Control Committee – Operation.....	17
9.3	Approvals and Permits.....	18
9.4	Review Fee .....	18
9.5	Deposit.....	18
9.6	Limitations .....	18
9.7	Remedy of Committee .....	19
9.8	Variances .....	19
9.9	Owner Compliance .....	19
<b>Article X – Contractors and Service Personnel .....</b>		<b>19</b>
10.1	Operating Hours.....	19
10.2	Job Site Maintenance .....	19
10.3	Street Maintenance.....	20
10.4	Drainage Maintenance .....	20
10.5	Sanitation .....	20
10.6	Vehicles; Parking .....	20
10.7	Contractor Damage .....	20
10.8	Personal Conduct.....	20
10.9	Lot Owner Responsibility .....	21
<b>Article XI – Restrictions for Use of Property.....</b>		<b>21</b>
11.1	Single Family Residential .....	21
11.2	Dwelling Leases .....	21
11.3	Half-Way Houses.....	21
11.4	Nuisances; Garage Sales .....	22
11.5	Animals .....	22
11.6	Burning; Trash; Litter .....	22
11.7	Vehicles; Boats .....	22
11.8	Lot Re-Subdivision .....	22
11.9	Minerals .....	23
11.10	Tree Cutting.....	23
11.11	Communication Equipment .....	23
11.12	Sub-surface Lines .....	23
11.13	Temporary Structures .....	23
11.14	Signage .....	23
11.15	Servitude Obstruction.....	24
11.16	Association Employees.....	24
11.17	Lot/Dwelling Maintenance .....	24
11.18	Raised Houses .....	24
11.19	Lot Landscaping .....	24
11.20	Fences.....	25
11.21	Lot Culverts .....	26
11.22	Deluxe Lot/Garden Home Lot Living Area.....	26
11.23	Estate Lot Living Area.....	26
11.24	River Lot Living Area .....	27
11.25	Finished Floors .....	27
11.26	Out-buildings .....	27
11.27	Drainage .....	27
11.28	River Lots Rules .....	28
11.29	Firearms.....	30
11.30	Building Setbacks .....	30

11.31	Water Wells.....	30
11.32	Outdoor Noise .....	30
11.33	Mailboxes .....	30
11.34	Lot Culverts .....	31
11.35	Roof Materials.....	31
11.36	Golf Carts; ATVs .....	31
11.37	Heating/Cooling Units.....	31
11.38	Solar Energy/Panels.....	31
11.39	Soliciting .....	31
11.40	Swimming Pools; Outside Tubs.....	32
11.41	Fuel Tanks .....	32
11.42	Time Shares .....	32
11.43	Window Units.....	32
11.44	Yard Decor .....	32
11.45	Trash/Garbage Containers .....	32
11.46	Basketball Goals; Play Structures.....	33
11.47	Exterior Lighting .....	33
11.48	Streetscapes .....	33
11.49	Lighting .....	33
<b>Article XII – Design Criteria &amp; Landscape Standards.....</b>		<b>34</b>
12.1	Architectural Regulations.....	34
12.2	Roofs.....	35
12.3	Windows and Doors.....	36
12.4	Configuration and Techniques .....	36
12.5	Amenities .....	37
12.6	Maintenance of Landscaping .....	38
12.7	Building Location; Culverts; Elevations .....	38
<b>Article XIII – Developer’s Right of First Refusal .....</b>		<b>39</b>
13.1	Developer’s Right of First Refusal and Right to Repurchase.....	39
<b>Article XIV – Miscellaneous.....</b>		<b>40</b>
14.1	Duration – Amendment.....	40
14.2	Construction and Enforcement.....	40
14.3	Notices .....	40
14.4	No Dedication to Public Use.....	41
14.5	Severability .....	41
14.6	Captions .....	41
<b>EXHIBIT 5.3 – Articles of Incorporation and Bylaws for River Club Owners Association, Inc.</b>		<b>42</b>
<b>EXHIBIT 11.20.3 – Design Sketch / Criteria for Wood Board Fences.....</b>		<b>43</b>
<b>EXHIBIT 11.28.6 – Design Sketch / Criteria for Boat House and Bulkhead Construction....</b>		<b>44</b>
<b>EXHIBIT 11.28.6(ii) – Example of Retainer Wall Materials / Construction .....</b>		<b>49</b>
<b>EXHIBIT 12.7.4 – Standards / Directives for Driveway Pavers .....</b>		<b>50</b>

**DEDICATION OF SERVITUDES, EASEMENTS  
AND RESTRICTIVE COVENANTS FOR  
"RIVER CLUB," A RESIDENTIAL COMMUNITY**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA**

**BY: RIVER CLUB DEVELOPMENT, LLC**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 14<sup>th</sup> day of December, 2015;

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

**PERSONALLY CAME AND APPEARED:**

**RIVER CLUB DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by Matthew P. Bennett, its mailing address being 7037 Hwy 190, Mandeville, Louisiana 70434, hereinafter sometimes referred to as "**Developer**",

**WHEREAS**, the Developer is the owner of a parcel of land located in Sections 47 and 49, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, more fully described herein; and

**WHEREAS**, the property described in Article I herein is being developed as a residential community known as the "**RIVER CLUB**"; and

**WHEREAS**, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, Open Spaces, walkways, parks, recreational facilities, Common Areas and other Community Facilities to be developed as a part of said residential community; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements, and restrictive covenants, and further, in accordance with the maps and plats of surveys of Kelly J. McHugh & Associates, Inc. recorded by the Developer in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the property described herein and parcels hereafter added, and the subsequent Owners thereof; and

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

**WHEREAS**, the Developer has formed or intends to form “**RIVER CLUB OWNERS ASSOCIATION, INC.**” as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

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

**ARTICLE I**  
**PROPERTY**

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

**RIVER CLUB**  
**ST. TAMMANY PARISH**

A CERTAIN PARCEL OF LAND situated in Sections 47 & 49, Township-7-South, Range-11-East, St. Tammany Parish, Greensburg Land District, Louisiana, and more fully described as follows:

Commence at the Section Corner common to Sections 47, 49, & 52 Township-7-South Range-11-East, and measure North 89 degrees 33 minutes 22 seconds East a distance of 1770.72 feet; Thence North 89 degrees 32 minutes 13 seconds East a distance of 212.80 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING, measure North 89°32'13" East a distance of 2,529.13 feet to a point; Thence North 00°25'01" East a distance of 514.44 feet to a point; Thence East a distance of 297.62 feet to a point; Thence South 09°00'23" East a distance of 980.23 feet to a point; Thence North 81°24'08" East a distance of 879.90 feet to a point; Thence South 26°02'12" East a distance of 334.41 feet to a point; Thence South 35°29'03" East a distance of 329.44 feet to a point; Thence South 49°11'34" East a distance of 696.60 feet to a point; Thence South 51°05'07" East a distance of 393.25 feet to a point; Thence South 72°25'34" West a distance of 815.18 feet to a point; Thence South 36°39'14" West a distance of 302.80 feet to a point; Thence South 11°39'14" West a distance of 290.00 feet to a point; Thence North 88°20'46" West a distance of 550.00 feet to a point; Thence North 64°20'46" West a distance of 250.00 feet to a point; Thence South 89°39'14" West a distance of

596.60 feet to a point; Thence North 48°20'46" West a distance of 3,161.84 feet to a point; Thence North 65°43'00" West a distance of 301.15 feet to the POINT OF BEGINNING, and containing 6,358,784.92 square feet or 145.9776 acre(s) of land, more or less.

LESS AND EXCEPT, Parcel M, referred to herein as the “**Marina Area**” described and delineated as per subdivision plat for Phase 1, River Club, prepared by Kelly J. McHugh and Associates, Inc., dated September 24, 2015, as revised, and recorded on November 18, 2015, in Clerk’s Map File No. 5462 of the records of St. Tammany Parish, Louisiana.

## **ARTICLE II** **DEFINITIONS**

**2.1 Definitions.** The following words, when used in this act, shall have the following meanings:

**2.1.1** “Architectural Control Committee” or “ACC” shall mean the RIVER CLUB ARCHITECTURAL CONTROL COMMITTEE as established in Article IX of these Restrictive Covenants.

**2.1.2** “Association” shall mean and refer to RIVER CLUB OWNERS ASSOCIATION, INC., and its successors, assigns or liquidators.

**2.1.3** “Board of Directors” shall mean the Board of Directors of RIVER CLUB OWNERS ASSOCIATION, INC.

**2.1.4** “Common Areas, Open Spaces, and Community Facilities” or any one of the aforesaid terms shall mean and refer to all servitudes, roads, neutral ground areas, docks, cabanas, club houses, gate entry, landscaping, lighting, easements, real property, buildings, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas, Open Spaces, and Community Facilities shall be subject to the control and authority of the Association. The term Common Areas, Open Spaces and Community Facilities shall specifically not include the Greenspace and Conservancy Areas located within a Lot as set forth on the Plat of the Subdivision or areas owned by the Developer or its assignees and available for rental or lease by third parties.

**2.1.5** “Deluxe Lots” shall mean Lots 1 through 67, inclusive, in the Subdivision.

**2.1.6** “Developer” shall mean and refer to RIVER CLUB DEVELOPMENT, LLC, or its successor entity who is assigned the rights of River Club Development, LLC as the Developer; or the mortgage lender which is granted mortgage rights by the Developer on the Property and who acquires the Property from the Developer through foreclosure or dation en payment from the Developer.

**2.1.7** “Dwelling” shall mean a single family Dwelling located within the Subdivision.

**2.1.8** “Estate Lots” shall mean Lots 68 through 83, inclusive, and Lots 140 through 188, inclusive, in the Subdivision.

**2.1.9** “Fence” shall mean enclosures composed of wood, masonry, composite, or other non-living fence material that will present an adequate blockade around a lot, yard, or other such expanse of land delineated by the Developer for the purpose of prohibiting intrusions from outside.

**2.1.10** “Garden Home Lots” shall mean Lots G-1 through G-24, inclusive, in the Subdivision.

**2.1.11** “Garden Home Common Areas” shall mean the area delineated on the Subdivision Plat for Garden Home Lots, designated as ‘Garden Home Commons’ and restricted for the exclusive use of the Owners of the Garden Home Lots. The Garden Home Lot Owners shall be responsible for the maintenance of the Garden Home Commons through a special assessment affecting the Garden Home Lots.

**2.1.12** “Greenspace and Conservancy Area” or either one of the aforesaid terms shall mean the area labeled “Greenspace” or “Conservancy Area” on the Plat. The Greenspace and Conservancy Area which is within the boundaries of a Lot shall not be maintained by the Association but shall be maintained by each individual Lot Owner and shall be encumbered by the Conservancy Agreement, the land use restrictions set forth on the Plat, and these Restrictive Covenants.

**2.1.13** “Living Area” shall mean and refer to enclosed, heated, and cooled areas within a Dwelling, exclusive of garages, porches, terraces, balconies, car ports, decks, patios, courtyards, greenhouses, atriums, attics, and basements. The Living Area shall include the enclosed heated and cooled areas of guest houses and cabanas on a Lot.

**2.1.14** “Lot” shall mean one of the parcels of land in the Property designated as a Lot on Plats filed in the public records by the Developer.

**2.1.15** “Marina Area” shall mean the area of the Property labeled as “Parcel M” on the Plat for River Club, Phase 1, retained by the Developer for construction of docks and boat houses for lease, rent, or sale as determined by the Developer.

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

**2.1.17** “Occupant” shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, licensee, tenant, or family member of an Owner occupying or otherwise using a Dwelling within the Subdivision.



**2.1.18** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in the Property.

**2.1.19** “Oxbow” shall mean shall mean the water area between the River Club Bayou and the Tchefuncte River generally shown on the Plat and labeled “Oxbow.”

**2.1.20** “Plat” shall mean and refer to the official Subdivision plat or plats of the Property filed in the public records by the Developer subject to these Restrictive Covenants, including property added to the restrictions after the date of these Restrictive Covenants.

**2.1.21** “Property” shall mean and refer to all or any portion of the real property in River Club Subdivision described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.

**2.1.22** “Regulations” shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity of Owners and Occupants within the Property.

**2.1.23** “Restrictive Covenants” shall mean and refer to these Restrictive Covenants, as amended.

**2.1.24** “River Club Bayou” shall mean the waterway situated west of the natural Oxbow off the Tchefuncte River constructed within the Property by the Developer, generally situated south of Lots 87 through 108 in the Subdivision, and labeled as “River Club Bayou” on the Plat.

**2.1.25** “River Lots” shall mean Lots 87 through 108, inclusive, and Lots 116 through 137, inclusive, in the Subdivision.

**2.1.26** “Subdivision” shall mean the platted subdivision Lots within the Property as approved by the St. Tammany Parish Planning Commission.

**ARTICLE III**  
**OWNERSHIP OF COMMON AREAS AND**  
**CREATION OF SERVITUDES**

**3.1** **Transfer Obligation of Developer.** The Developer may transfer to the Association legal title to Property owned by the Developer and areas designated on the Plat as Common Areas, parks, common servitudes, or streets, at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas. There shall be no obligation on the part of the Developer to transfer any property whatsoever to the Association.

**3.2** **Right of Control.** Following the conveyance allowed in Section 3.1 herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to swings, benches, jogging trails, docks, bulkheads, piers, boat lifts, boat launches, club facilities, gated entries, servitudes, roads, walkways, utility conduits, parks,

structures, and related facilities. The Board of Directors is authorized and empowered to take any and all actions for the Association, including, without limitation, the following: (i) modify the size and location of the Common Areas, execute acts of correction and transfers within its discretion, (ii) perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas, and (iii) other acts determined necessary in the discretion of the Board of Directors.

**3.3 Common Areas, Open Spaces, and Community Facilities.** The Common Areas, Open Spaces, and Community Facilities, streets and any common recreation areas owned by the Association shall be maintained by the Association in good order and condition, free of trash, rubbish and suitable for the intended purposes for which they were established, at the cost and expense of the Association. The annual budget of the Association shall include projected expense items for the upkeep and improvement of the Common Areas. The Greenspace and Conservancy Area on a Lot shall be privately maintained by the Lot Owner.

**3.4 Dock and Boat House for Lease or Sale.** Developer shall have the right but not the obligation to construct, sell, rent, and/or lease (any combination thereof) such docks, boat houses, boat lifts, storage areas (“**Developer Amenities**”) upon Property owned by the Developer and fronting the Oxbow. The Developer Amenities shall continue to be owned by Developer or its assignee, subject to the control and Regulations of Developer or its assignees. Developer and its assignees shall continue to have full servitudes of access and passage from River Chase Drive to the Developer Amenities for use by Developer, its assignees, and the guests, users, lessees, and purchasers of Developer and its assignees over and across the roads, streets, walkways, access ways, and parking areas on the Plat. This section shall not be amended, modified, or the rights established herein terminated without the prior written consent of Developer or its assignees.

#### **ARTICLE IV** **ADDITIONS BY DEVELOPER**

**4.1 Additions.** As long as there are Class B Members of the Association, additional property may be annexed to the Property described in Article I without the consent of the Class A Members of the Association, if any. The scheme of the within servitudes, privileges, and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real Property described in Article I.

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

**ARTICLE V**  
**OWNERS ASSOCIATION**

**5.1 General.** For the purpose of controlling, regulating and maintaining the common facilities for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in the Subdivision does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145, *et seq.*

**5.2 Membership.** The Association shall have two classes of voting membership:

**5.2.1** Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of a fee interest in any Lot by transfer from the Developer which is or becomes subject to this act of dedication shall be a Class A Member of the Association. Each Class A Member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust, or other legal entity. However, there shall be only one (1) vote for each Lot to which Class A Membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

**5.2.2** There shall be two hundred fifty (250) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B Members shall be entitled to one (1) vote for each Class B membership so held, however, each Class B membership shall lapsed and become a nullity upon the occurrence of any one of the following events:

- i.** thirty (30) days following the date upon which the total authorized issued and outstanding Class A memberships equal two hundred fifty (250); or
- ii.** on September 1, 2040; or
- iii.** Upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

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

**5.3 Articles and Bylaws.** The Association is or shall be formed, created, and governed by the Articles of Incorporation and the Bylaws of the Association, attached hereto as **Exhibit 5.3**, as both documents may be amended.

**ARTICLE VI**  
**RIGHTS UNDER OWNERS ASSOCIATION**

**6.1 Members' Right of Enjoyment.** Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of River Club Owners Association, Inc., and Regulations established by the Association for the community, from time to time, and as amended, every Member shall have the right of use and enjoyment in and to the Common Areas and Common Facilities, and such right, use, and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

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

**6.1.2** The right of the Association, with the consent of the Owners of fifty-one percent (51%) of the Lots, to levy reasonable assessments (other than the assessments outlined in Article VII herein), admission fees, or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and

**6.1.3** The right of the Association to pass and enforce such other rules and Regulations for the use of the Community Facilities, including the right to enforce various sanctions against the Owners of Lots in the Subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

**6.2 Suit Limitations.** Notwithstanding any other authority granted to the Board of Directors herein, the Board of Directors and/or the Association shall take no legal action against any firm, person, or corporation in the name of and on behalf of the River Club Owners Association, Inc., except for the following suits or actions:

**6.2.1** A suit seeking collection of monies due as provided in Article V herein.

**6.2.2** A suit to enforce Restrictive Covenants, Articles, or Bylaws of the Subdivision.

No other suits, demands, or claims in law or in equity shall be filed in any court.

**ARTICLE VII**  
**ASSESSMENTS**

**7.1 Annual Assessments.** Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to

covenant and agree to pay the Association, in advance, a sum herein sometimes referred to as “annual assessments” equal to the Member’s proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

**7.1.1** The cost of all operating expenses of the Common Areas and Community Facilities and services furnished, including charges by the Association for facilities and services furnished by it; and

**7.1.2** The cost of necessary management and administration, including fees paid to any Management Agents; and

**7.1.3** The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and

**7.1.4** The cost of fire and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect; and

**7.1.5** The cost of security guard services, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the Common Areas to Lots or otherwise; and

**7.1.6** The cost of maintaining, replacing, repairing and landscaping the Common Areas and Community Facilities (including, without limitation, the cost of maintaining, replacing and repairing the streets, roadways, gate entry, landscaping, drainage facilities, parks, docks, trails, buildings, structures, lighting, and open areas of the Subdivision) and such machinery, apparatus, equipment as the Board of Directors shall determine to be necessary and proper; and

**7.1.7** The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

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

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or

modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or Community Facilities or by abandonment of any Lot belonging to him.

**7.2 Special Assessments.** In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the Members representing fifty-one percent (51%) of both classes of the then Members of the Association. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

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

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

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

**7.5 Annual Membership Assessment.** Subject to the following sections, the initial maximum annual assessment for each of the Lots to which Class A membership is appurtenant shall not exceed the sum of \$900.00 per annum.

Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no Lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by laws of the Association until three (3) months following the lapse of all of the Class B memberships as provided for in Article V of this act of dedication.

**7.6 Increase In Maximum Assessment.**

**7.6.1** From and after January 1, 2017, the maximum annual assessment for all Class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to six percent (6%) of the maximum annual assessment for the preceding year.

**7.6.2** From and after January 1, 2017, the maximum annual assessment for all Class A memberships hereinabove provided may be increased above that established in the preceding "Section 5" by an affirmative vote of fifty one per cent (51%) of the Class A and Class B Members. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all of the Class A and Members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

**7.7 Lien Filing.** Any installments on assessments shall be payable to the order of River Club Owners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under the deed restrictions shall be a debt and obligation of the Lot and the Owner of the Lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be filed against the Lot and the Lot Owner thereof as authorized by and provided for in LSA 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 assessments, late charges and other penalties, as well as to enforce any other provisions of these Restrictive Covenants and/or rules and Regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

**7.8 Commencement Of Annual Assessment.** The annual assessment for each Class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Developer and the prorated annual assessment shall be collected in advance at a closing for the balance of the calendar year in which the sale of a Lot occurs from the Developer.

**7.9 No Dues Discrimination.** Except as otherwise specifically provided for herein, (i) the imposition and assessment of dues and assessments shall not discriminate against any Lot Owner (including the Developer) or against any Lot or class or group of Lots unless the Owner so affected

shall consent, except for special assessments for Lots or a group of Lots receiving special benefits or incurring special expenses attributable to such special assessments, and (ii) no dues structure assessment or amendment to these Restrictive Covenants shall operate to change any Lot Owners share of the total expenses of the Association, or change the voting rights of its Members, unless the record Owner of the Lot concerned and all mortgagees who have dully recorded instruments in the records of St. Tammany Parish and whose mortgage is registered with the secretary of this Association shall join in the execution of such amendment or the adoption of such assessment or dues structure.

**7.10 Attorney Fees.** In the event the Association retains an attorney for the enforcement of any part or portion of these Restrictive Covenants, including the collection of dues or assessments and the enforcement of use restrictions contained in Article IX herein, the Lot Owner against whom such enforcement action is taken shall pay all costs, expenses and fees, including attorneys fees, incurred by the Association, in the event the Association prevails in such action.

## **ARTICLE VIII PROPERTY RIGHTS**

**8.1 General.** Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of these Restrictive Covenants. Each Owner shall be entitled to the exclusive Ownership and possession of his/her Lot or Dwelling, subject to the provisions of these Restrictive Covenants, including without limitation, the provisions of this Article VIII. The Ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to membership in the Association. Each Owner shall automatically become a Member of the Association and shall remain a Member thereof until such time as his/her Ownership of a Lot ceases for any reason, at which time his/her membership in the Association shall automatically pass to his/her successor-in-title to his/her Lot. Lots shall not be subdivided, and, except as provided in this Article VIII, Section 8.6, the boundaries of Lots shall remain as established by the Plat. However, nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. When a part of one Lot is permissibly added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot, or, with the prior consent of the Association and the Developer, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Plat without the consent of the ACC and the Developer, as long as the Developer owns any of the Property.

**8.2 Members' Right of Enjoyment.** Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of the Association, and Rules and Regulations established by the Association, as amended from time to time, every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities, and, in addition thereto, every Owner of a Garden Home Lot and his/her family, tenants, and guests shall also have a right of use and enjoyment in and to the Garden Home Common Area, and all such rights, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:



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

**8.2.2** The right of the Association to levy reasonable Assessments, admission fees, or other fees for the use of any of the facilities situated upon the Common Areas or Garden Home Common Areas by the Members of the Association and their guests;

**8.2.3** The right of the Association to pass and enforce such other Rules and Regulations for the use of the Common Areas, Garden Home Common Areas, and common facilities, including the right to enforce various sanctions against the Owners of Lots in the Subdivision, including, but not limited to, the right of suspension, fines and penalties, and Assessments of the costs of noncompliance of a Owner to an individual Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper; and

**8.2.4** The rights of the Association to levy reasonable costs and assessments to individual Lots and Garden Home Lots for specific costs and expenses incurred by the Association which are unique to specific Lots or groups of Lots. Such allocation of costs shall not be a discrimination of dues and assessments allocation.

**8.3 Recreational Facilities.** Subject to the terms and provisions of these Restrictive Covenants and the rules, Regulations, fees, and charges from time to time established by the Board of Directors, every Owner and his/her family, tenants, and guests shall have a right of use and enjoyment of the recreational areas and amenities as are now or hereafter located in the Common Areas, excluding Developer Amenities. An Owner may assign to the tenant of his/her Dwelling such Owner's rights of access to and use of the recreational facilities so that such tenant, his/her family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his/her family and guests, subject to the Regulations of the Association.

**8.4 Access.** All Owners, by accepting title to Lots conveyed subject to these Restrictive Covenants, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times pursuant to the perpetual predial servitude granted herein in this Article VIII. There is reserved unto the Developer, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Subdivision.

**8.5 Servitudes for the Association.** The Association shall have the right and servitude on, over, through, under, and across the Common Areas and Garden Home Common Area for the purpose of constructing improvements for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas and Garden Home

Common Area) as are contemplated by Developer and these Restrictive Covenants or as the Association desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Developer or the Association have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein, the Association shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon and the Garden Home Common Area for such purposes as the Association deems appropriate, provided that the Association shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Subdivision to the use of the Common Areas and Garden Home Common Area.

**8.6 Changes in Boundaries; Additions to Common Areas.** The Developer expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, Garden Home Common Areas, including the realignment of boundaries between adjacent Lots owned by the Developer, provided that any such change or realignment of boundaries shall not substantially decrease the acreage of the Common Areas or Garden Home Common Areas and shall be evidenced by a revision of or an addition to the Plat which shall be recorded in the Map Records of the Clerk of Court for St. Tammany Parish, Louisiana. Furthermore, the 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 of such other portion of the Property owned by the Developer as it, in its discretion, shall choose.

**8.7 Servitudes for Utilities and Public Services.**

**8.7.1** There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from St. Tammany Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas and Garden Home Common Areas in which Dwellings are not constructed or erected, and for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, fiber optic network and replacements thereof, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, internet, communication, water, and sewer lines and services. Such servitudes may be granted or accepted by the Developer, its successors or assigns, or by the Board of Directors, provided, however, that for so long as the Developer owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of the Developer prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier of services, with respect to the portions of the Subdivision so encumbered:

- i. to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities,
- ii. to cut and remove any trees, bushes, or shrubbery
- iii. to grade, excavate, or fill, or
- iv. to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

All are subject to the control of the Association.

**8.7.2** The Developer hereby grants to St. Tammany Parish, Louisiana, or such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over, and across all of the roads/streets that are Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

**8.8 Servitudes for Walks, Trails, Signs, Perimeter Fencing, and Greenspace.** There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land ten (10') feet in width located along and contiguous to roads/streets upon all Lots for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that the Developer shall have no obligations to construct any such improvements. Property Owners and the Association shall not be held liable for damages or injuries which occur on sidewalks for public use.

**8.9 Servitudes for Association.** There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof, excluding the Dwelling, in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during daytime hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot directly affected thereby.

**8.10 Sales and Construction Offices.** Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Developer and its successors and assigns the alienable and transferable right and servitude in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, construction offices and business offices, together with such other facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and Dwellings and Common Areas, for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale. The servitude provided in this paragraph shall terminate with respect to any Lot ipso facto upon the sale of such Lot by the Developer to a third party.

**8.11 Servitudes for Undeveloped Parcels of the Property.** There is hereby reserved in favor of the Developer and their successors and assigns as a burden upon the developed Property, perpetual, non-exclusive rights and servitudes for:

**8.11.1** pedestrian and vehicular ingress, egress, and parking, in favor of the undeveloped Parcels of the Property across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within servitudes serving the Common Areas,

**8.11.2** the installation, maintenance, repair, replacement, and use within the Common Areas of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and

**8.11.3** drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

**8.12 Maintenance Servitudes.**

**8.12.1** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portions of any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.

**8.12.2** There is hereby further reserved unto the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude over and across that portion of any Lot within a platted drainage servitude, and locations within the Property that serve as drainage ways according to the master drainage plan for the Subdivision approved by St. Tammany Parish for which a servitude has not been created or established.

**8.13 Environmental Servitude.** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots and all unimproved portions of Lots for the purpose of taking any action necessary to effect compliance with environmental rules, Regulations, drainage and utility requirements, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement drainage and utility systems, erosion control procedures and practices, the right to drain standing water, and the right to control the dispensing of fertilizers and pesticides.

**8.14 Servitudes on the Plat.** Certain servitudes are created and established on the Plat, and the creation and existence of said servitudes is recognized and confirmed hereby and incorporated herein by reference as a servitude of destination as defined in the Louisiana Civil Code, Article 741, and related Articles.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL COMMITTEE**

**9.1 Standards.** Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing by the Board of Directors of the Association, or by the ACC appointed by the Board of Directors of the Association, as to safety, harmony, and external design, color, and location in relation to the surrounding structures and topography and conformity with the design concept for the Subdivision. Subject to the limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, cameras, exterior video or monitoring equipment, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community or to combine or otherwise join two or more Dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any Dwelling, or to make any change or alteration within any Dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Subdivision by the Board of Directors of the Association by the ACC designated by it. Plans and Specifications for each structure shall clearly provide the exterior finish schedule, including but not limited to all doors, exterior finishes, siding/exterior materials, windows, fascias, soffits, and roof type.

**9.2 Architectural Control Committee - Operation.** The ACC shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors who shall serve without compensation. The ACC shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an ACC, then the Board of Directors of the Association shall constitute the ACC. The affirmative vote of a majority of the Members of the ACC shall be

required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling, or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

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

**9.4 Review Fee.** The ACC shall have the right to collect from each applicant requesting approval of plans and specifications for construction of a home in the Subdivision to pay an architectural review fee in the sum of \$450.00 (“**Architectural Review Fee**”) representing the cost and expense of an architectural review by a licensed architect performing such review for compliance with these Restrictive Covenants and to ensure the architectural appropriateness and compatibility of homes to be constructed in the Subdivision. The Architectural Review Fee shall represent the basic costs of architectural review and report to the applicant requesting changes or providing acceptance and approval of the plans as submitted. In the event the ACC architect is required to deliver more than two (2) mandates or directives for changes and subsequent review of the corrected items, in any manner not having been made, then the ACC shall be entitled to charge and collect additional sums of money from the applicant to pay the additional costs and expense of the architectural review.

**9.5 Deposit.** The ACC shall have the right to require an applicant requesting approval of plans and specifications for construction of a home to deposit with the ACC a \$2,000.00 deposit to be held in a non-interest bearing account to insure compliance with the provisions of these Restrictive Covenants, the culvert standards required herein and the drainage plan approved by St. Tammany Parish. The ACC shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these Restrictive Covenants, the culvert standards required herein and the drainage plan approved by St. Tammany Parish.

**9.6 Limitations.** Construction or alterations in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within fifteen (15) months following the date of commencement, or within such longer period as the ACC shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the ACC shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the ACC

without the prior consent in writing of the ACC. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the fifteen (15) month period specified herein above, the ACC shall have the further right to impose fines, penalties, or sanctions for non-completion, and/or the Association may charge a fee for such non-compliance in an amount equal to Thirty (\$30.00) Dollars per day from the end of the fifteen (15) month completion period above until the issuance of a certificate of occupancy by St. Tammany Parish.

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

**9.8 Variances.** The ACC is specifically granted the authority to grant variances with respect to the provisions of Article X-all subsections, Article XI-all subsections, and Article XII-all subsections, herein.

The approval of the ACC or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the ACC or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the ACC or Board of Directors of the Association, as the case may be.

**9.9 Owner Compliance.** The Owner and Purchaser of a Lot shall be responsible for full compliance with the requirements of the approved drainage plan for a Lot, including but not limited to the proper grading, fill elevations, driveway culverts, materials installation and elevation, and installation of the silt prevention methods required by St. Tammany Parish.

## **ARTICLE X**

### **CONTRACTORS AND SERVICE PERSONNEL**

**10.1 Operating Hours.** No Lot filling or slab pouring will be allowed on Sundays, and a reasonable construction schedule should be maintained. Unless otherwise designated by the ACC or the Developer, the foregoing construction activity shall be limited to the following: 7:00am through 6:00pm, Monday to Friday; 7:00am through 4:00pm on Saturday; no construction activity on Sunday.

**10.2 Job Site Maintenance.** Contractors are required to keep the job sites as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, must be removed daily. Stockpiling of trash or any material on adjacent Lots or streets is not permitted. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party will be given by the ACC to clean up the site within two (2) working days. If the site has not been

cleaned after the two (2) working-day period, the Association may remove the debris and charge the Lot Owner for the cleanup costs and expenses incurred, plus an additional amount equal to 25% of the cost of removal.

**10.3 Street Maintenance.** Mud/silt/debris-free street and proper erosion control is the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt, and debris. The Owner of a Lot and/or the contractor performing work on a Lot shall be responsible for removal of mud, debris, and other construction materials from the street rights-of-way which arise from building construction within the Subdivision. Any costs or expenses incurred by the Association in connection with the removal of such material shall be assessed to the Lot Owner or the contractor as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of removal.

**10.4 Drainage Maintenance.** It is the responsibility of the contractor performing work on a Lot to maintain drainage ditches/swales at all times.

**10.5 Sanitation.** Portable toilets are the responsibility of the contractors. They should be located out of the right of way, and sanitized weekly. Contractors should provide adequate facilities for workers.

**10.6 Vehicles; Parking.** The vehicles of contractors, sub-contractors, agents, and employees of contractors are to be parked on one side of the street only or on the immediate site on which the contractor is working, not on adjacent sites. No vehicles (cars, trucks, vans, etc.) may be left in the Subdivision overnight. Construction equipment may be left on the site while in use but must be kept outside of the street right-of-way. Washing any truck or vehicle within a street right-of-way is prohibited. Concrete delivery trucks may be washed only on the Lot on which concrete has been delivered and thereafter shall be cleaned up by the Contractor or Lot Owner.

**10.7 Contractor Damage.** A contractor working within the Subdivision shall be responsible for and repair any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, or other Subdivision improvements immediately upon such occurrence. If the contractor causing such damage fails to make such repairs or replacements timely as they occur, the Association shall be entitled but not obligated to make the necessary repairs or replacements, and such costs shall be billed to the responsible contractor. Any amounts incurred by the Developer or the Association in making such repairs or replacements shall be deducted from the contractor or Owner's damage deposit. If the contractor or Owner's damage deposit is not sufficient, the additional amount will be charged to the Lot Owner. If either a contractor or Owner causes damage to any telephone, fiber optic lines/conduit/equipment, cable TV, electrical water, or other utility lines, it is such Owner or contractor's obligation to report the occurrence of damage within thirty (30) minutes and pay all costs and expenses of repairs.

**10.8 Personal Conduct.** Loud radios or noise emanating from a Lot is prohibited. Each contractor shall maintain a clean and orderly work site on a Lot. The presence of persons on a Lot, other than bona fide workers, contractors and sub-contractors performing work and labor and



delivering building materials upon or to a Lot, is prohibited. No workmen, contractor, sub-contractor, or service personnel will be permitted to bring pets or alcohol on a Lot.

**10.9 Lot Owner Responsibility.** The restrictions, requirements, and prohibitions set forth in this Article X are directed to building contractors and sub-contractors. Each Owner contracting with a building contractor shall be responsible to the Association and Members of the Association for compliance with these Restrictive Covenants, requirements, and prohibitions. Notification of violation will be sent to the Lot Owner and contractor responsible for such violation. The failure of the Lot Owner or contractor responsible for the violation to cure the violation shall entitle the Association to take all action necessary to repair or resolve the violation, and thereafter assess the costs of compliance to the responsible Lot Owner, as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of compliance. Those actions could include charging the Owner for the correction done by the Association, withholding architectural review until the violations are amended, or, in certain cases, denying entry to contractors or personnel thereby preventing work within the Subdivision.

## **ARTICLE XI** **RESTRICTIONS FOR USE OF PROPERTY**

The following Restrictive Covenants constitute prohibited uses and nuisances and shall affect and encumber the Property, to-wit:

**11.1 Single Family Residential.** All Lots are for single family residential purposes only, no industrial or commercial uses are allowed, except for the rental of boat storage by Developer and its assignee in the Marina Area. No building or structure intended for or adapted to business purposes, and no apartment house, group home, halfway house, double house, lodging house, rooming house, hospital, sanatorium, rehabilitation use, home occupation business or doctor's office, or other multiple family Dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof.

**11.2 Dwelling Lease Restriction.** No Dwellings within the Property may be rented, leased, or occupied by third parties other than the Dwelling owners, a married couple (one of whom is the Dwelling owner), a same-sex couple, their ascendants, descendants, and collateral relations.

**11.3 Half-Way Houses.** No Dwelling or other Improvement on any Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. "**Supervising Agency**" shall mean a Governmental Authority including without limitation thereto the Sheriff of St. Tammany Parish, the Louisiana Department of Corrections, the United States Department of Justice, and the United States Marshal's Service. The term "**Half-Way House**" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization, or other form of confinement.

**11.4 Nuisances; Garage Sales.** No noxious or offensive activity, as determined by the ACC, shall be carried out upon any Lot or within any Dwellings situated upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. The selling of household items, household goods, furniture, clothing, appliances, equipment, machinery, or other merchandise new or used or an individual engaging in a sales activity commonly known as a “garage sale” is strictly prohibited.

**11.5 Animals.** The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situated on the Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed, and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such Pet from the Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

**11.6 Burning; Trash; Litter.** No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot.

**11.7 Vehicles; Boats.** No junk vehicles, commercial vehicles, trailers, camp trucks, mobile homes, house trailers, modular homes, geodesic domes, prefabricated homes, or homes designed for movement on wheels, or other machinery or equipment of any kind or character, shall be kept or maintained upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; the parking of any vehicle within a street right-of-way is strictly prohibited. This restriction shall not apply to: (i) recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage, and (ii) boat(s) at a dock, bulkhead, boat house, or a boat lift at the rear of a River Lot or in River Club Bayou, the Oxbow, or the Tchefuncte River.

**11.8 Lot Re-Subdivision.** No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the ACC and the St. Tammany Parish Council or the St. Tammany Parish Planning Commission. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way

to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

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

**11.10 Tree Cutting.** Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, and the removal of dead, damaged, or diseased trees, no sound trees measuring in excess of twelve (12") inches in diameter at two (2') feet above the ground shall be removed from any Lot without written approval of the ACC or the Board of Directors. The ACC shall consider the removal of trees for thinning of tree canopy to allow proper growth of the remaining trees. The Board of Directors may from time to time adopt and promulgate such additional rules and Regulations regarding the maintenance of trees, other natural resources, and wildlife upon the Property as it may consider appropriate. Unauthorized cutting of trees may result in a fine being levied by the ACC against the Owner. Fines shall be as follows: trees 24" in diameter or greater, \$1,000 per tree. Any plans for replanting must be approved by the ACC.

**11.11 Communication Equipment.** Except as specifically authorized herein, no satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed. The exception to the above and foregoing are specifically itemized as follows: (i) satellite dishes, antennas, tower or other devices for the reception of communication signals located within an enclosed building or structure approved by the ACC; and (ii) satellite dishes not exceeding twenty-four (24") inches in diameter mounted on the ground within the rear yard and not within view from the street.

**11.12 Sub-surface Lines.** No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, clothes line, electrical line, fiber optic line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

**11.13 Temporary Structures.** No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for Dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

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

or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling. No signs shall be permitted at the entrance of the Subdivision or on any common ground or right-of-way in the Property except such signage as may be approved by the Board of Directors.

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

**11.16 Association Employees.** Except for a Member of the Board of Directors or a Member authorized by the Board of Directors, no Member shall (i) engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, or (ii) direct, supervise, or in any manner attempt to assert control over any employee of the Association.

**11.17 Lot/Dwelling Maintenance.** No Lot (whether or not any Dwelling or other Buildings have been constructed on the Lot), and no Dwelling or other Improvements which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Dwellings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair. Each Owner shall keep neat and maintain in good condition and repair that portion of any Street right-of-way (i.e., that portion of the right-of-way between the edge of the Street and the Owner's boundary line(s)) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot. The opinion of the ACC as to the acceptability of such conditions shall be final. No Dwelling or other improvements which are located upon the Property shall be permitted to fall into disrepair and all such Dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials, and maintenance necessary to bring the Lot or Dwelling into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

**11.18 Raised Houses.** Raised houses must have suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than eighteen inches (18") clearance for a crawl space under the first-floor floor joists, twelve inches (12") under the sills, and not greater than twenty-four inches (24") above grade. The elevation of a raised house must be approved by the ACC.

**11.19 Lot Landscaping.** Upon completion of a Dwelling on any Lot, the Front Yard (defined herein) shall be sodded with a lawn grass material approved by the ACC. The "Front Yard" shall mean the area from the front of the house on a line parallel to the street fronting the Lot to the edge of the street fronting the Lot. All Lots upon which a Dwelling has been constructed shall have in the

Front Yard: (i) not less than 200 square feet of landscape flower bedding with planting and mulch materials, and (ii) not less than two (2) Class A trees of a minimum four inch (4”) caliper at two feet (2’) above existing grade and a minimum ten feet (10’) in height. A Class A tree is the type of tree defined as “Class A” in the St. Tammany Parish Unified Development Code, or as otherwise determined by the ACC.

**11.20 Fences.** Fences may be erected and maintained only after approval as to location, design, and materials by the ACC and shall further comply with the following:

**11.20.1** No fence shall be erected, placed, or altered on any Lot nearer to the street fronting a Lot than at a point along the side of the house that is twenty feet (20’) from the front of the main Dwelling, and the Fence facing the street fronting the Lot shall be constructed of brick, stucco, masonry, concrete, composite material, wrought iron, or aluminum imitation wrought iron. Fences on corner lots shall be located not less than fifteen feet (15’) from the side Lot line. Fences shall not exceed six feet (6’) in height. There shall be no front yard Fences. The gate door facing the street fronting a Lot may be constructed of wood or other material approved by the ACC.

**11.20.2** No Fences shall be constructed of barbed wire, creosote posts, chain link, or mesh wire fence material. All Fences must be constructed of brick, stucco, wood, masonry, concrete, composite material, wrought iron or aluminum imitation wrought iron, invisible electronic fencing for pets, or living plants. If living plants are used as fencing or screening, the living plants shall be watered periodically by automated irrigation systems, and such living plants shall be approved as to type and location by the ACC. Living Fence vegetation extending over a property line may be pruned by the adjoining Lot Owner.

**11.20.3** Wood Fences shall be constructed in accordance with a design approved by the ACC and generally in accordance with the design sketch, attached hereto as **Exhibit 11.20.3**, and shall be constructed of cedar board material, except that posts and runners can be constructed of pressure treated material. The posts shall be 6” x 6”, not exceeding 6’ in height, and shall be anchored in the ground with concrete. The cedar wood boards shall be either 1” or 5/4 and either 6” or 8” in width. The cedar Fence and runners shall be stained an earth tone (brown, tan, grey, hunter green), and maintained in good condition. The Owner shall be required to periodically stain, re-stain, or re-finish the wood boards and posts as necessary; there shall be no painted Fences, and all Fences must be approved by the ACC as to color and design prior to construction.

**11.20.4** Notwithstanding and in addition to the above, the following rules and regulations shall apply to wood fencing: (i) a capped brick or masonry column measuring not less than eighteen inches (18”) x eighteen inches (18”) (“**Fence Column**”) shall be located at each wood Fence corner, and in addition, a Fence Column shall be located not less than every twenty (20) lineal feet of wood fencing, provided that the dimensions of the Fence Column may be further modified by the ACC based on the location, design, landscaping, and aesthetics of the modified Fence Column; (ii) a wood Fence on a side Lot line shall not be located closer to the street fronting the Lot than the rear of the Dwelling and within the building setback lines.

**11.20.5** Any Fence, the design and construction of which has been approved in accordance with the Restrictive Covenants, shall be kept neat, attractive, re-finished with stain or other approved finish, and in good repair. All Fences shall be maintained in good condition, stained, and maintained in accordance with these Restrictive Covenants. All Fences shall be maintained so as not to detract from the general appearance of the Subdivision in the sole discretion of the ACC. On any Lot having a portion of any perimeter wall constructed upon a common lot line that uses the common fencing for his/her enclosed yard, the Owners of such adjoining Lots shall share responsibility for maintaining the common/party wall fence in good structural condition and repair.

**11.20.6** In the rear yard of River Lots, the fencing within thirty feet (30') of the rear Lot line shall be strictly limited to wrought iron, aluminum imitation wrought iron, and/or invisible electronic fencing for pets and may not extend toward River Club Bayou beyond a point that is fifteen feet (15') from the rear Lot line. Brick, stucco, wood, masonry, concrete, and composite fencing is prohibited within the rear thirty feet (30') of each River Lot, and all fencing is prohibited within the rear fifteen feet (15') of each River Lot. The purpose of this restriction is to provide uniformity of fencing and to maintain unobstructed views from the rear of a Lot across adjacent Lots to River Club Bayou. The Developer and/or the ACC will establish guidelines for the fencing of the River Lots.

**11.21 Lot Culverts.** The Owner of a Lot shall be responsible for the installation of the properly sized culvert as specified by the drainage plan for the Subdivision approved by St. Tammany Parish and of a quality of materials approved by St. Tammany Parish. Each culvert installed shall be properly installed at the elevation as set forth on the drainage plan for St. Tammany Parish, the culvert installed shall be free of dents and defects to insure the proper flow of water as designed, and each culvert shall extend no less than four (4') feet beyond the hard surface of the driveway material over the culvert.

**11.22 Deluxe Lot/Garden Home Lot Living Area.** All Dwellings constructed on **Deluxe Lots** and **Garden Home Lots** in the Subdivision shall meet the following minimum requirements:

**11.22.1** No Dwelling shall be constructed on any Garden Home Lot containing less than 1,800 square feet of heated and cooled area;

**11.22.2** The heated and cooled area of a Dwelling shall have a ceiling height of not less than ten (10') feet; and

**11.22.3** Each Dwelling constructed on a Garden Home Lot shall have an enclosed garage of not less than 400 square feet, which shall not be considered as a part of the heated and cooled area of the house.

**11.23 Estate Lot Living Area.** All Dwellings constructed on **Estate Lots** in the Subdivision shall meet the following minimum requirements:

**11.23.1** No Dwelling shall be constructed on any Lot containing less than 3,500 square feet of heated and cooled area;

**11.23.2** The heated and cooled area of a Dwelling shall have a ceiling height of not less than ten (10') feet; and

**11.23.3** Each Dwelling constructed on a Deluxe Lot shall have an enclosed garage of not less than 400 square feet, which shall not be considered as a part of the heated and cooled area of the house.

**11.24 River Lot Living Area.** All Dwellings constructed on **River Lots** in the Subdivision shall meet the following minimum requirements:

**11.24.1** No Dwelling shall be constructed on any Lot containing less than 4,000 square feet of heated and cooled area;

**11.24.2** The heated and cooled area of a Dwelling shall have a ceiling height of not less than ten (10') feet; and

**11.24.3** Each Dwelling constructed on a River Lot shall have an enclosed garage of not less than 400 square feet, which shall not be considered as a part of the heated and cooled area of the house.

**11.25 Finished Floors.** The finished floor elevation of each Dwelling constructed on a Lot in the Property shall be in accordance with federal, state, and local laws, rules and Regulations, and in any event, be above the minimum finished floor requirement established by Federal Emergency Management Agency (FEMA) and adopted by St. Tammany Parish.

**11.26 Out-buildings.** Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: **(i)** except for River Lots, setback from all Property lines not less than five feet (5'), **(ii)** located in the rear yard of a Lot, **(iii)** the building must architecturally conform and be compatible with the elevation, design, and material of the main residential Dwelling on the Lot, **(iv)** on all River Lots, a building approved by the ACC may be located within the side building setback lines and not closer than thirty feet (30') from the rear lot line adjoining River Club Bayou, and **(v)** prior to construction, a site plan must be submitted to and approved by the ACC which includes the location, color, elevation, and material to be used.

**11.27 Drainage.** With respect to the established drainage pattern on any Lot, and as a part thereof, these Restrictive Covenants hereby establish the following minimum requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

**11.27.1** Each Lot shall be graded to drain to the nearest appropriate drainage servitude and in accordance with the drainage plan for the Subdivision approved by St. Tammany Parish. Drainage plans indicating the Lot drainage pattern must be obtained prior to the approval of plans and specifications for construction of a Dwelling on a Lot.

**11.27.2** Each Lot Owner shall create and maintain a drainage-way ("swale"), being two and one-half feet (2.5') to five feet (5') total in width immediately adjacent to the interior side

Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially and materially interfere with the drainage flow in this swale area.

**11.27.3** Each Owner shall permit reasonable ingress and egress on his Lot by the Developer, the Association and/or St. Tammany Parish for the purposes of maintenance and preservation of the established drainage pattern, the drainage servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance. There shall be no affirmative obligation of the Developer or the Association for maintenance of the Greenspace and Conservancy Area within a Lot as shown on the Plat.

**11.27.4** With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these Restrictive Covenants, the ACC and St. Tammany Parish at the time he shall construct a residence on his Lot.

**11.27.5** Prior to the deposit collected by the ACC in Article IX, Section 9.5 herein being returned to the Owner of a Lot, the Owner/builder shall certify and guarantee to the Developer and future Lot purchaser that the Lot has been graded to drain according to the drainage plan approved by St. Tammany Parish. The Owner and builder constructing the first residence on a Lot are obligated to comply with the requirements of this Section 11. The Owner of a Lot is obligated to maintain grading and swale obligations of this Section 11 after construction. The Owners Association and Developer shall not guarantee or warrant compliance of this Section 11; however, the Owners Association reserves the right to enforce the provisions of this Section 11.

**11.28 River Lots Rules.** The following rules and Regulations shall apply to the River Lots and to all bulkheads, docks, piers, wharves, boats, boat houses, boat hoists, and similar apparatuses within the Property, to-wit:

**11.28.1** No wharf, pier, bulkhead, dock, fence, wall, or other structure or construction shall be built or maintained upon or into any lake, stream, pond, river, canal, the Oxbow, the Tchefuncte River, or River Club Bayou, which is part of, adjacent to, or contiguous to the Property, without the written approval of the Association. In no event shall any such structure or construction be permitted under circumstances where it creates any threat to safe navigation or to the safe and convenient use as a recreational facility.

**11.28.2** No boat canal or excavation at water's edge of River Club Bayou shall be dug or constructed upon any Lot nor shall any dam, channel, or other device be constructed or installed upon any Lot which shall in any way alter or impede the course or natural boundaries of River Club Bayou or the Oxbow without the written approval of the Association or the ACC. No dam, structure, or fill shall impede the flow of natural drain. There shall be no construction of boat slips or channels into a Lot without the prior written approval of the Association or the ACC.

**11.28.3** To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any



Owner other than the Developer, unless and until the plans therefor have been submitted to and approved in writing by the ACC.

**11.28.4** The Marina Area shall be subject to the ownership and control of the Developer through a transfer or retention of the Marina Area in favor of the Developer granting to the Developer the full right to use the Marina Area. The Developer shall have the right to establish charges and collect fees and rentals for the use of the docks, marina boat slips, boat houses, and piers in the Marina Area. Developer shall have the full right to regulate the Marina Area, establish rates, and collect fees, rents, and other charges for the use of the docks, marina slips, boat houses, and piers in the Marina Area within the discretion of the Developer.

**11.28.5** Except within the Marina Area, the operation and maintenance of boat houses, boat lifts, docks, piers, bulkheads, mooring devices, and other water-based devices and activities upon or within the Property shall be regulated by rules and Regulations promulgated and established by the Association, subject to the minimum restrictions and guidelines set out as follows:

**i.** No boat, vessel, or other floating structure shall be lived on or used as a residence on the Property;

**ii.** There shall be no construction, structural alteration, structural addition, repair, or removal of any boat house, boat slip, or other structure on River Club Bayou or the Oxbow without the prior written approval of the Association;

**iii.** Each Lot Owner shall at all times keep his/her/its docks, bulkheads, boat house, and piers in a good and clean condition free of any machinery, equipment, litter, boat parts, boat trailers, sinking, unusable, or non-seaworthy boats, and apparatus and other items of movable property;

**iv.** No construction, alteration, covers, cleats, awnings, hoists, or other improvements of any type shall be placed or maintained on or adjacent to a Lot or in River Club Bayou without the prior written approval of the Association or Developer;

**v.** No fuel operation or stowage shall be allowed in the Property; and

**vi.** No incinerator shall be kept or maintained on any Lot.

**11.28.6** No structure, boat house, bulkhead, wall, Retainer Wall (defined below), fence, barbeque area, or other improvement shall be located, placed, or constructed along the rear of River Lots and/or within River Club Bayou without the prior written approval of the ACC. Any boat houses, boat storage structures, and bulkheads shall comply with the design, color, and materials set forth on the design sketch attached hereto as **Exhibit 11.28.6**, prepared by *Cap's Design Studio, LLC, Planning & Design*. Each Lot Owner shall be responsible for properly engineering any such structures and the design set forth on the attached Exhibit 11.28.6 shall not create any liability for the Developer or the Developer's engineer arising from any defect or failure of such structure. Any such

structure allowed herein shall be located either upon an Owner's Lot and/or within the Dock Servitude (defined below) and shall further comply with the following:

i. The Dock Servitude within River Club Bayou is located and established in favor of the adjacent Lot to which it is connected, in accordance with the Plat. The “**Dock Servitude**” and/or Dock shall not exceed eighteen feet (18’) into River Club Bayou from the rear lot line; A Dock or structure shall not be greater than forty-five feet (45’) in length and shall not be closer than thirty feet (30’) from any side Lot line; provided that on River Lots of less than one hundred five feet (105’), the Dock Servitude shall be reduced in size to a size and location approved by the ACC;

ii. The Owner of a River Lot shall be entitled to construct a retainer wall and/or steps adjacent to the water's edge with stone work, stone pavers, and/or brick pavers at multiple levels, according to construction and engineering plans, specifications, and design approved by the ACC as to material, color, type, design, and configuration (“**Retainer Wall**”). The Retainer Wall shall be engineered by a structural engineer retained by the Lot Owner to ensure the structural integrity of the Retainer Wall along River Club Bayou. The Retainer Wall, lawn material, and landscaping shall be kept and maintained in structurally sound and aesthetically good condition, to the standards generally required for maintenance of landscaped areas and lawn areas within the Subdivision. A stock photo example of a Retainer Wall is as set forth, by way of example, on the attached **Exhibit 11.28.6(ii)**. Each Lot Owner shall be responsible for properly engineering the Retainer Wall generally in accordance with the design set forth on the attached **Exhibit 11.28.6(ii)**; however, the design in the attached Exhibit shall not create any liability for the Developer, the Association, or the Developer's engineer arising from any defect or failure of the Retainer Wall.

**11.29 Firearms.** The discharge of firearms on the Property is strictly prohibited.

**11.30 Building Setbacks.** Except as otherwise provided for in these Restrictive Covenants, building setback lines and utility servitudes are hereby established in accordance with the Plat.

**11.31 Water Wells.** Except for water wells used exclusively for yard and landscape irrigation and not in conflict with the public utility or St. Tammany Parish regulations, no individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the Subdivision for all potable water usage and sewerage treatment.

**11.32 Outdoor Noise.** Outdoor loudspeakers, radios, public address systems and the like, whether they are of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure at the Lot Property line above sixty-five (65) decibels. All other noise which offends, disturbs, or constitutes a nuisance as determined by the ACC is expressly prohibited.

**11.33 Mailboxes.** The design, make, and brand of all mailboxes in the Subdivision shall be specified and approved by the ACC (“**Approved Mailbox**”). The cost of purchasing, installing, maintaining, repairing, and replacing the Approved Mailbox shall be the expense of the homeowner.

A contractor designated by the ACC shall be required to install, repair, and replace the Approved Mailbox at the cost and expense of Owner. The failure of a Lot Owner to comply with this Section shall authorize the Association to bring the Approved Mailbox into compliance, and thereafter, collect all amounts expended by the Association from the Lot Owner in accordance with Article VII herein.

**11.34 Lot Culverts.** The Owner of a Lot shall be responsible for the installation of the properly sized culvert as specified by the drainage plan for the Subdivision approved by St. Tammany Parish and of a quality of materials approved by St. Tammany Parish. Each culvert installed shall be properly installed at the elevation as set forth on the drainage plan for St. Tammany Parish, the culvert installed shall be free of dents and defects to insure the proper flow of water as designed, and each culvert shall extend no less than four feet (4') beyond the hard surface of the driveway material over the culvert.

**11.35 Roof Materials.** All roofs on structures within the Subdivision must use an architectural dimensional shingle roof, slate roof, galvanized or galvalume roof, or such other roof approved by the ACC. The color of the roof must be approved by the ACC prior to construction. Three-tab shingle roofs are prohibited.

**11.36 Golf Carts; ATVs.** Operation of "mini-bikes", "go-carts", "All Terrain Vehicles," and other similar vehicles shall not be permitted within the Property, except that the use of golf carts by Developer, Owners, residents, and tenants of the Subdivision, and agents, employees, and representatives of the Association shall be permitted within the Property to the extent permitted by applicable federal, state, and local law. Golf carts must be compliant with the legal requirements for a vehicle operating on public streets and not exceed a maximum speed limit of 25 mph within the Property. The Association may adopt Rules and Regulations governing the use of golf carts within the Property at its sole discretion.

**11.37 Heating/Cooling Units.** No heating, ventilating, air conditioning, or evaporative cooling units or appurtenant equipment may be mounted, installed, or maintained on the roof of any Dwelling or other building so as to be visible from a neighboring Lot or other Property.

**11.38 Solar Energy/Panels.** The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the ACC, solar collecting panels and devices may be placed, constructed or maintained upon any Lot so long as such solar collecting panels and devices are placed, constructed, and maintained in such location(s) and with such means of screening or concealment as the ACC may reasonably deem appropriate to prevent the visual impact of such solar collecting panels and devices when viewed from any street fronting the Lot, and to the extent possible, from any other Lot.

**11.39 Soliciting.** No soliciting will be allowed at any time within the Subdivision.

**11.40 Swimming Pools; Outside Tubs.** Swimming pools and outside tubs shall be located in the rear yard and screened from view of a person on the street fronting the Lot or adjacent Lot. Pool Decks should be no closer than three (3') feet from a Lot line, and the pool or outside tub shall be no closer than ten (10') feet from the Lot line. Fencing between the pool and the Lot lines must be installed in compliance with St. Tammany Parish Regulations for the fencing of swimming pools and these Restrictive Covenants. All pool equipment must be screened from view from the Streets and/or surrounding properties. Slides, diving boards, and other pool accessories in view from an adjoining Lot are prohibited. Pools shall not be drained onto adjacent Property, Lots, Open Space, Common Areas, or River Club Bayou. Swimming pools on River Lots may be located outside of the Dwelling building setback lines but not closer than thirty feet (30') from the rear Lot line adjoining River Club Bayou.

**11.41 Fuel Tanks.** No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot. Nothing herein shall be deemed to prohibit use or storage upon any Lot of an aboveground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace or a spa or "hot tub," so long as any such tank either: (i) has a capacity of ten (10) gallons or less; and (ii) is appropriately stored, used and/or screened, as approved by the ACC, so as not to be visible from a neighboring Lot or other Property.

**11.42 Time Shares.** Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use, possession, or occupancy of a Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is prohibited.

**11.43 Window Units.** No window or wall air conditioning units shall be permitted anywhere within the Subdivision.

**11.44 Yard Décor.** Artificial flamingos, deer, spinners, gazing balls, pirogues, and such other monument décor or tableau(x) are prohibited in front yards. Typical seasonal decorations are permitted within season.

**11.45 Trash/Garbage Containers.** Trash and garbage containers shall not be permitted to remain in public view except during the period commencing at 6:00 pm on the day before a scheduled trash collection day until six hours after trash collection is completed. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. The Association shall have the authority to negotiate and enter into a contract with a solid waste collection company to provide waste collection services for the Subdivision. The Association may negotiate and contract for a single source billing, which shall be included as an Association expense item and paid for by the Members as dues or Assessments to be determined by the Association. In the alternative, the Association may contract for waste collection services for The Subdivision to be billed on a monthly basis to each Owner (homeowner) all within the discretion and control of the Association.

**11.46 Basketball Goals; Play Structures.** Gym sets, climbing bars, tree houses and other elevated playground equipment shall not be located within twenty feet (20') of a Property line and shall not exceed eight feet (8') in height. Basketball goals or backboards shall not be mounted directly to the residence, but shall be located on the inside of the driveway in an area next to the residence. Backboards shall be clear glass. Driveways shall remain as provided during the original construction for access to Garages. Driveways shall not be expanded to accommodate sports or play equipment.

**11.47 Exterior Lighting.** The number of exterior light fixtures shall be limited by the ACC. All lighting should be architecturally integrated with attached structures. Sodium vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated floor lights shall at a minimum be located beneath Eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted, except for holiday décor within the holiday seasons. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on building surfaces up to a maximum height of twelve (12') feet. All exterior light sources shall be shielded from view by or from adjoining Lots.

**11.48 Streetscapes.** Streetscapes shall be regulated by the ACC and shall comply with the following:

**11.48.1** House address numbers will be displayed on the front of the house on an address plaque installed on the front wall of the house. The address plaque and the location of the address plaque on the wall of the house must be approved by the ACC prior to display or installation. The purchase and installation of the house address plaque shall be the cost and expense of the Lot Owner, and the house address plaque shall be furnished and installed by an installer designated by the Association, all as directed by the ACC.

**11.48.2** Flagpoles and flags to be displayed shall be approved by the ACC prior to display or installation. The Association shall have the discretion to limit flags to USA flags only.

**11.48.3** No basketball goals, sports or recreational equipment are to be installed or placed in the streets either permanently or temporarily.

**11.48.4** Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the ACC. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating or air-conditioning units be permitted.

**11.48.5** Yard decorations shall be maintained in accordance with the general scheme of the community and shall be subject to restrictions imposed by the ACC.

**11.49 Lighting.**

**11.49.1** Except as allowed by the ACC, each Lot shall have a Bevolo natural gas light fixture in the front yard, either **(i)** on a pole/post, or **(ii)** on the front wall of the Dwelling next to the

front door. All gas lamps must be manufactured by Bevolo and remain lit and maintained lit twenty-four (24) hours a day on each day. The design, height, and location of said fixture shall be subject to the approval of the ACC.

**11.49.2** Exterior lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. The wattage is determined by the ACC. All exterior lighting must be approved by the ACC prior to installation.

**11.49.3** Security flood lighting must not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the Dwelling, with the exception that three (3) security floodlights in the front yard and three (3) security floodlights in the rear yard are acceptable.

## **ARTICLE XII DESIGN CRITERIA & LANDSCAPE STANDARDS**

**12.1 Architectural Regulations.** Except as required, mandated, or directed by the restrictive provisions of Article XI, the following architectural Regulations shall apply to the Dwellings, structures, and improvements within the Subdivision.

**12.1.1 Materials.** The following materials used in the construction of improvements as they relate to building walls, building elements, roofs, windows, and doors shall apply:

**i. Building Walls.**

**a. Prohibited Types.** Vinyl and metal siding and prefabricated or modular construction and exterior insulation finish systems are prohibited.

**b. Wood; Exterior Woodwork.** Exterior architectural wood, including but not limited to siding, trim, columns, balustrades, porch decks, soffit decks, fascias and shutters, must be capable of withstanding the elements and be resistant to rot. Examples include cedar, redwood, mahogany or cement board, wood clapboard, hardi board, or cement board, all of which must be sealed with paint, stain, varnish, or clear cote. Horizontally applied boards (beveled or drop siding) are permitted. Plywood, vinyl, and diagonal siding are not permitted.

**c. Cement Plaster (Stucco).** Stucco is allowed over wood frame or masonry construction. Stucco must have a smooth trowel applied and sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited. Portland cement plaster shall consist of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use; however, adherence to color palette by painting, if required, shall remain. As an alternative to a three coat cement system, international building code approved woodwork (as approved by the ACC) and hard coat synthetic plaster are permitted; however, the use of exterior polystyrene sheet board is not permitted.

**d.** Unit Masonry. Foundation walls and piers shall be parged block, parged concrete, brick, or stucco. Retaining walls shall be masonry, parged block, parged concrete, brick, or stucco.

**ii.** Building Elements.

**a.** Chimneys shall be finished with stucco, brick, hardi board, or wood to match or architecturally blend with the house siding material; no exposed chimney flues are allowed.

**b.** Piers and arches shall be stucco or brick.

**c.** Porch railings shall be made of wood or iron while Porch floors and posts may be wood or masonry. Porches may be enclosed with glass or screens. However, glass enclosures are not permitted at frontages. Porch ceilings may be enclosed with painted wood or hardi board; exposed joists shall be painted or stained.

**d.** Stoops shall be made of wood, brick, hardi board, or concrete. If concrete, a Stoop shall have brick, tile, stucco walls or parged concrete.

**e.** Decks shall be located only in rear yards and where not easily visible from Streets or paths, elevated a maximum of eighteen (18”) inches above grade and stained.

**f.** Metal elements shall be natural-colored galvanized steel, colored galvalume, anodized or ESP aluminum, copper, or marine-grade aluminum.

**g.** Driveways shall be concrete, stamped and dyed concrete, brick, or concrete pavers, and in any event, shall include the required Driveway Pavers, except as otherwise approved by the ACC.

**12.2** Roofs.

**12.2.1** Roofs shall be clad in one of the following materials: in its natural color; wood shingles; dark gray shingles in either slate or synthetic slate; asphalt, concrete; galvanized steel, 5V crimp or standing seam; or copper.

**12.2.2** Gutters and downspouts, when used, shall be made of galvanized steel, copper (not copper-coated), or anodized or ESP aluminum. Rounded smooth downspouts shall be placed at the corner of the Building that is least visible from nearby Streets. Splash blocks shall be made of concrete, brick, or gravel.

**12.2.3** Copper roofs, flashing, gutters, and downspouts shall be allowed to age naturally and shall not be painted or sealed.

**12.2.4** Asphalt roof ridges shall be clad in a like asphalt shingle or terra cotta, concrete, slate or stone.

**12.2.5** The principal roof on all freestanding Buildings shall be a symmetrical hip or gable with a slope of not less than 8:12. Gabled hips, hipped gables, and flared hips are permitted. Where gables meet in a Party Wall condition, gabled ends are permitted.

**12.2.6** Ancillary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12.

**12.2.7** Eaves shall be continuous, unless overhanging a balcony or Porch. Overhanging Eaves may have exposed rafters.

**12.2.8** Gutters and downspouts shall be round or ogee.

**12.2.9** No through-roof penetration for mechanical or electrical devices shall be permitted to penetrate the roof at the building frontage(s). Penetrations of such devices shall be at locations approved by the ACC and shall be a color matching the roof.

### **12.3 Windows and Doors.**

**12.3.1** Windows and doors facing the Street fronting the Lot, and windows facing a Street on a corner Lot, shall be wood, cladwood, or divided window muntins as a true divided light or fixed muntins on the interior and exterior surfaces, to create panels of square or rectangular proportions. Garage doors shall be wood or aluminum, with architectural elements approved by the ACC. Doors shall be painted or stained.

**12.3.2** Shutters shall be wood or composite material; no vinyl shutters are allowed. Doors shall be wood or fiberglass.

**12.3.3** Security doors and window grilles must be approved by the ACC.

**12.3.4** Windows not visible from a Street may be of other material and configuration, as approved by the ACC.

**12.3.5** Front-load Garage doors shall be a maximum of ten (10') feet in width and a maximum door opening height of eight (8') feet.

**12.3.6** Shutters when used shall be operable and sized and shaped to match the openings. Shutters in accordance with specific Architectural Typologies are encouraged.

**12.3.7** There may be no more than one (1) circular or hexagonal window on any principal elevation.

**12.4 Configuration and Techniques.** The following Regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:



#### **12.4.1 Building Walls.**

- i.** Building Walls may be built of no more than two materials and shall only change material along a horizontal line, i.e. brick may be combined with wood siding when the material change occurs horizontally (typically at a floor line), with the heavier material below the light. Walls of a single building must be built in a consistent configuration. Wood clapboard shall be horizontal.
- ii.** Siding shall be horizontal, at a maximum of four (4”) to six (6”) inches to the weather.
- iii.** Stucco or plaster coating may be applied to concrete block or poured concrete. Stucco shall be steel troweled.
- iv.** Trim shall not exceed six (6”) inches in width at corners and four (4”) inches in width around openings, except at the front door.
- v.** Where a wall or Fence on one Lot meets a taller or shorter wall or Fence on another Lot, it is the responsibility of the second designer to transition their wall or Fence to the height of the first.

**12.5 Amenities.** The following Regulations apply to the amenities and Improvements as they relate to building walls, building elements, roofs, windows, and doors.

**12.5.1** Building walls shall be one (1) color per material used. Colors of stucco shall be warm in tone, subject to approval of the ACC. Paints for masonry applications shall have a flat finish. All exterior wood siding shall be painted or stained, preferably on both sides. Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the columns and overall value of the Building. An accent color for items such as the front door, pickets, trim, and shutters may be used subject to approval of the ACC.

#### **12.5.2 Building Elements.**

- i.** Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted or stained to compliment the columns and overall value of the Building. An accent color for items such as the front door, pickets, trim, and shutters may be used subject to approval of the ACC.
- ii.** Brick, mortar colors, colors and patterns, Fence designs and exterior light fixtures shall be subject to approval of the ACC.
- iii.** The following shall be permitted in rear yards in a location not easily visible from the street or paths: HVAC equipment (“silent” models preferred), satellite dishes (to the extent prohibited by law), permanent grills, permanent play equipment, hot tubs (those at ground level must be covered), and garbage collection equipment.

iv. The following shall not be permitted: Panelized wall materials, pre-fabricated wall sections, window air-conditioning units, exterior fluorescent lights, above-ground pools (except those of the inflatable variety), antennas, flags and flagpoles (except official flags of countries, states, parishes, cities or other Association-sanctioned flags flown from six (6') foot poles mounted at a forty-five (45) degree angle to building walls), signs (on private property), and external alarm systems.

**12.6 Maintenance of Landscaping.** Each Owner of a Lot shall properly maintain and keep neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material all shrubs, trees, hedges, grass and plantings of every kind (collectively, "Landscaping") located on: (a) the Lot; (b) any public right-of-way or easement area which abuts or adjoins the Lot and which is located between the boundary line of his Lot and the paved area of any Street, sidewalk, bike-path or similar area (unless otherwise directed by the applicable Association); and (c) any non-street public right-of-way or easement area adjacent to the Lot (unless otherwise directed by the applicable Association); provided, however, that such Owner shall not be responsible for maintenance of any area over which: (i) the applicable Association assumes the responsibility in writing; (ii) such Association has been given such responsibility by this Declaration; or (iii) St. Tammany Parish or any other municipality or other Governmental Authority having jurisdiction over such property assumes responsibility, for so long as St. Tammany Parish or such other municipality or other Governmental Authority assumes or has responsibility. For purposes of this subparagraph d., proper maintenance of Landscaping shall include, without limitation, removal, and replacement of dead Landscaping, subject to the ACC rules.

**12.7 Building Location; Culverts; Elevations.**

**12.7.1** Exterior wall finishes shall be constructed with materials of a consistent nature and mix on all four sides. By way of example, an impermissible mix of materials would be the use of vinyl siding across the entire rear of a primary masonry home. As with all other aspects of any construction, the exterior wall finishes must be approved by the ACC.

**12.7.2** Each Lot shall have individual setback lines as designated on the Plat and in these Restrictive Covenants. Each Owner of a Lot shall consult the Plat and these Restrictive Covenants to determine a Lot's setback line.

**12.7.3** Architectural style, proportions, and materials of accessory buildings shall match that of the primary structure, and the location, design, and appearance of said buildings must be approved in writing by the ACC. In appropriate cases, the ACC may approve an accessory building that typically utilizes materials that do not match the primary structure, such as, by way of example, gazebos or greenhouses. No detached structures shall be allowed nearer than ten feet (10') to the side or rear Property lines; location must be approved by the ACC.

**12.7.4** Driveways on all Lots shall comply with the following: (i) all Driveways shall have aprons constructed of pavers over a concrete base or stamped and dyed concrete ("**Special Driveway Surface**") and must connect to the Street fronting the Lot for a distance into the Lot, as follows: (a)

for a Garden Home Lot, from the Street fronting the Lot to the Dwelling; **(b)** for an Estate Lot and a River Lot, from the Street fronting the Lot to not less than the front building set back line as a minimum distance; **(ii)** all driveways shall be a minimum of twelve feet (12') in width and shall be constructed not closer than three feet (3') from the side Property line; **(iii)** for Estate Lots and River Lots, the portion of the driveway connecting to the Special Driveway Surface shall be constructed of concrete, pavestone pavers, a substitute paver approved by the ACC, or stamped and dyed concrete of a color, type, design, and quality approved by the ACC; **(iv)** the construction of the Special Driveway Surface shall conform to the construction standards and directives in the attached **Exhibit 12.7.4**; and **(v)** the size, design, color, slope, and pattern of the Special Driveway Surface shall be subject to the direction and control of the ACC and shall be mandatory for each Driveway.

**12.7.5** Any Owner who owns two or more adjacent Lots may construct a building across the common side line of the Lots, subject to compliance with the following: **(i)** approval of the ACC, **(ii)** obtaining re-subdivision approval from St. Tammany Parish, and **(iii)** compliance with all other setback requirements. There shall not be more than one Dwelling building on any one (1) Lot.

**12.7.6** No foil or other reflective material shall be used on any windows for sun screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. Metal fireplace chimneys shall be enclosed in a chase and have a decorative chase cap covering the spark arrester.

**12.7.7** No buildings or other structures, except fences, shall be built on, across, above, and/or below any servitudes or easements granted for utility purposes, nor shall they overhang any servitudes or easements granted for utility purposes. Any fences require approval of the ACC and must not interfere with the purpose or use of the servitude or easement. All utility services shall be underground and no utility facilities from overhead sources shall be constructed or permitted on any Lot.

**12.7.8** The finished floor of a Dwelling constructed on a Lot in the Subdivision shall be constructed at the higher elevation compliant with the following standard: **(i)** the finish floor elevation required by the Federal Emergency Management Association (FEMA) flood zone elevation, or **(ii)** or the finish floor elevation required by St. Tammany Parish.

### **ARTICLE XIII DEVELOPER'S RIGHT OF FIRST REFUSAL**

**13.1 Developer's Right of First Refusal and Right to Repurchase.** No unimproved Lot, or interest therein, upon which construction has not begun within three (3) years from the date of its initial sale by the Developer to the initial purchaser shall be sold or transferred unless and until the Builder or Owner shall have first offered to sell such unimproved Lot to Developer under the same terms and at the same price for which such Lot was originally sold, if Developer does not purchase the Lot or if Developer has waived, in writing, its right to purchase such unimproved Lot. If a Builder or Owner has not begun construction upon the Lot within three (3) years from the date of its

initial sale to such Builder or Owner, Developer shall have the right to purchase the Lot under the same terms and at the same price for which such Lot was originally sold. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab or chain wall foundation for the primary Dwelling shall be poured.

#### **ARTICLE XIV MISCELLANEOUS**

**14.1 Duration - Amendment.** The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the Subdivision and the Owner of any Class B memberships of the Association, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the Developer as the Owner of Class B memberships to sign an act of amendment or termination as aforesaid shall cease and terminate upon the lapse or termination of the Class B memberships in accordance with Article V herein.

**14.2 Construction and Enforcement.** The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the Subdivision and operation of the community of the Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both: and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

**14.3 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail,

postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.


**14.4 No Dedication to Public Use.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas, the streets, alleys, River Club Bayou, Marina Area, or Community Facilities by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas, streets, alleys, or Community Facilities. The streets within the Subdivision shall remain private streets unless a specific dedication is executed by the owner of the streets and recorded in the conveyance records of St. Tammany Parish. There shall be no tacit or statutory dedication of Streets arising from the sale of Lots according to the Plat.

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

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

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

**WITNESSES:**


  
\_\_\_\_\_  
Print Name: Courtney Thompson

**RIVER CLUB DEVELOPMENT, LLC**

By:   
\_\_\_\_\_  
A. Wayne Buras, Member

  
\_\_\_\_\_  
Print Name: Michelle N. Scott

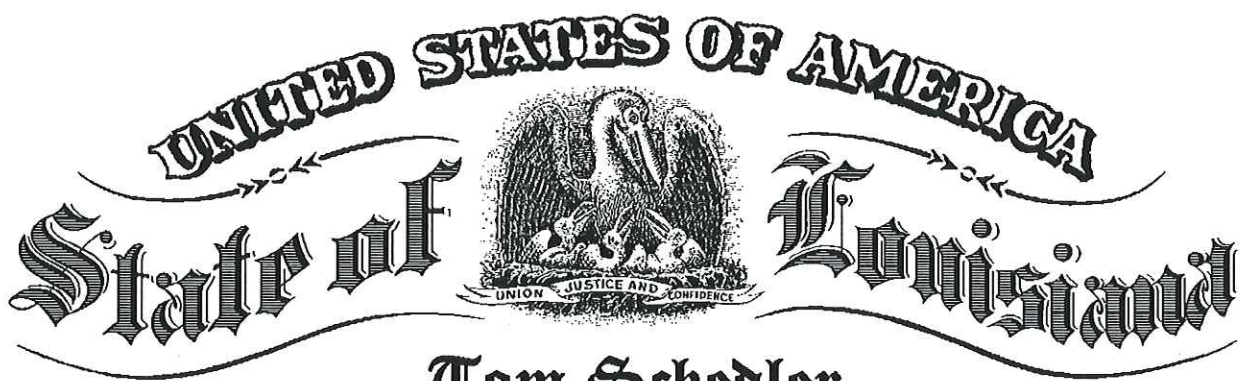
By:   
\_\_\_\_\_  
Kelly J. McHugh, Member

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
Print Name: Paul J. Mayronne  
LA Bar/Commission No. 25788  
My Commission Expires: @ Death

**EXHIBIT 5.3**

Articles of Incorporation and Bylaws for  
River Club Owners Association, Inc.





**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

a copy of the Articles of Incorporation of

**RIVER CLUB OWNERS ASSOCIATION, INC.**

Domiciled at MANDEVILLE, LOUISIANA,

Was filed and recorded in this Office on March 26, 2015,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

March 30, 2015

*Secretary of State*

ACP 41836832N



Certificate ID: 10585336#5PK73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)

ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

OF

STATE OF LOUISIANA

RIVER CLUB OWNERS  
ASSOCIATION, INC.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 25<sup>th</sup> day of March 2015;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses:

**PERSONALLY CAME AND APPEARED:**

**RIVER CLUB DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by Matthew J. Bennett, its mailing address being 7037 Hwy 190, Mandeville, Louisiana 70434, hereinafter sometimes referred to as "**Developer**",

who declared to me, in the presence of the undersigned competent witnesses, that availing itself of the provisions of Louisiana Non-Profit Corporation Law, Chapter 12, Section 201-269 of the Louisiana Revised Statutes, now in effect and as amended; and who does hereby organize a non-profit corporation in pursuance of that law, and in accordance with the following articles of incorporation:

The undersigned do hereby adopt the following as the Articles of Incorporation of RIVER CLUB OWNERS ASSOCIATION, INC., for the purpose of forming a corporation under the Louisiana Non-Profit Corporation Law, Chapter 12, Sections 201-269, inclusive, of the Louisiana Revised Statutes now in effect and as amended.

**ARTICLE I**

**NAME**

The name of the corporation shall be: RIVER CLUB OWNERS ASSOCIATION, INC. (hereinafter referred to as the "**Association**").

**ARTICLE II**

**PURPOSE**

The purpose for which the Association is organized is to provide a legal entity which shall obtain rights, privileges and obligations under restrictive covenants for River Club Subdivision ("**Subdivision**") established by the Developer of record in the official records of St. Tammany Parish, Louisiana, hereinafter referred to as "**Restrictive Covenants**", for the development,



management, regulation, operation and maintenance of the Subdivision easements, roads, improvements, amenities, buildings, green belts, common areas, entrance features, and other properties and easements of every kind and character, described in the Restrictive Covenants of the Subdivision as now constituted and as acreage may be added in the future through various amendments and modifications of the Restrictive Covenants.

### **ARTICLE III** **DOMICILE**

The domicile of this corporation shall be St. Tammany Parish, Louisiana, and its registered office shall be located at 7037 Hwy 190, Mandeville, Louisiana 70434.

### **ARTICLE IV** **POWERS**

The Association's powers shall include and be governed by the following provisions:

A. The Association shall have all the powers authorized by the Laws of the State of Louisiana, and in particular the Louisiana Non-Profit Corporation Law as it now exists and as it may be amended from time to time, except in instances where the Non-Profit Corporation Law as aforesaid conflicts with the provisions of these Articles of Incorporation or by the Bylaws executed this date, the Articles and Bylaws shall govern.

B. The Association shall have all of the powers, duties and obligations allowed by law, except as limited by these Articles of Incorporation, the Bylaws of the Association executed in connection with these Articles, and the Restrictive Covenants, as all of these documents may be amended from time to time. The said power shall include, but is not limited to, the following:

1. To make and collect assessments against members in order to pay the costs necessary for the orderly maintenance of the Subdivision.
2. To use the proceeds of assessments in the exercise of its powers and duties as provided for in the Restrictive Covenants, Articles, and Bylaws.
3. To maintain and improve easements, roads, green belts, common areas, entrance features, and other properties of every kind and character, both movable and immovable, in the Subdivision, and to further maintain and improve property, buildings, and other improvements owned or leased by the Association.
4. To enact, amend and enforce reasonable rules and regulations for the use of the property within the Subdivision.
5. To enforce, by all legal means available to the Association, the provisions of the Laws of the State of Louisiana, the Articles, Bylaws, Rules and Regulations of the Association.

6. To enter into contracts and agreements for the management, maintenance and improvement of the property in the Subdivision.
7. To borrow monies and open bank accounts in the name of and on behalf of the Association.
8. To dedicate, sell, mortgage or hypothecate property owned by the Association and to exercise such other powers as are not prohibited by the Articles and Bylaws and are authorized by the Non-Profit Corporation Law of the State of Louisiana.

C. The ownership of all properties and funds acquired by the Association and the proceeds thereof shall be held and administered in trust by the Officers of the Association, for the benefit of the Association members and the Association property, green belts and common areas located within the Subdivision in accordance with the provisions of the Restrictions, Articles, Bylaws and the Laws of the State of Louisiana relative to Non-Profit Corporations.

## **ARTICLE V** **MEMBERS**

This corporation is to be organized on a non-stock basis. The Association shall have two classes of voting membership:

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

B. There shall be two hundred fifty (250) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B members shall be entitled to one (1) vote for each Class B membership so held, however, each Class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

1. thirty (30) days following the date upon which the total authorized issued and outstanding Class A memberships equal two hundred fifty (250) ; or
2. on September 1, 2040; or
3. Upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.



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

**ARTICLE VI**  
**DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of such number of Directors as shall be determined by the Bylaws, but having not less than three (3) Directors. In the absence of such determination, the Board shall consist of three (3) Directors. Directors shall be elected at the annual members meeting in the manner provided by the Bylaws. The Directors may be removed and vacancies on the Board filled as provided by the Bylaws. The Directors named herein shall serve until the first election of Directors. The names and addresses of the members of the first Board of Directors are as follows:

Matthew J. Bennett  
7037 Hwy 190  
Mandeville, Louisiana 70433

Kelly J. McHugh  
845 Galvez St.  
Mandeville, LA 70448

A. Wayne Buras  
1001 Highway 190 Service Road East, Suite 103  
Covington, Louisiana 70433

The above named Directors shall hold office until their successors are elected and have qualified or until removed from office.

**ARTICLE VII**  
**OFFICERS**

The Association's affairs shall be administered by the Officers of the Board of Directors of the association. Such Officers shall serve at the pleasure of the Board of Directors. The initial Officers' names and addresses are:

MATTHEW J. BENNETT – PRESIDENT  
7037 Hwy 190  
Mandeville, Louisiana 70433

KELLY J. MCHUGH – VICE-PRESIDENT  
845 Galvez St.  
Mandeville, LA 70448

A. WAYNE BURAS – SECRETARY/TREASURER  
1001 Highway 190 Service Road East, Suite 103  
Covington, Louisiana 70433

The above named Officers shall hold office and serve until their successors are designated by the Board of Directors and have qualified or until removed from office.

**ARTICLE VIII**  
**INDEMNIFICATION**

Each Director and each Officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlement thereof, regardless of whether he is an Officer or Director at the time such liabilities and expenses are incurred, unless the Officer or Director is adjudged guilty of willful malfeasance or malfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such Director or Officer may be entitled but shall be in addition to such other rights.

**ARTICLE IX**  
**BYLAWS**

The Board of Directors shall adopt the first Bylaws of the Association. The said Bylaws may be amended, changed, or repealed in the manner provided by said Bylaws.

**ARTICLE X**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Directors or any member of the Association may propose a resolution approving a proposed amendment. An amendment must be approved by a vote or written consent of the members representing fifty one (51%) percent of the total voting power of the Association or maybe made by the Developer alone without a vote as long as the Developer is a Class B member of the Association. No amendments shall make any changes in the qualifications for membership nor in the voting rights of the members without the unanimous approval in writing by all the members. A copy of each amendment shall be certified by the Secretary of the Association and recorded in the public records of St. Tammany Parish, Louisiana.

**ARTICLE XI**  
**TERM OF ASSOCIATION**

The Association shall continue to exist as long as the Restrictive Covenants are imposed (as they may be amended) upon the property known as River Club Subdivision, St. Tammany Parish, Louisiana, unless the members elect to terminate the Association sooner by two-thirds (2/3) vote of approval of the total voting power of the Association.

**ARTICLE XII**  
**REGISTERED AGENT**

The full name and post office address of the corporation's registered agent is:

A. WAYNE BURAS  
1001 Highway 190 Service Road East, Suite 103  
Covington, Louisiana 70433

**ARTICLE XIII**  
**INCORPORATOR**


RIVER CLUB DEVELOPMENT, LLC  
7037 Hwy 190  
Mandeville, Louisiana 70434

***[SIGNATURES ON THE FOLLOWING PAGE]***


**THUS DONE AND PASSED** in Covington, St. Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses.

**WITNESSES:**

**RIVER CLUB DEVELOPMENT, LLC**

  
\_\_\_\_\_  
Print Name: Courtney Thompson

By:   
\_\_\_\_\_  
Matthew J. Bennett, Member

  
\_\_\_\_\_  
Print Name: Theresa M. Bordelon

  
\_\_\_\_\_  
NOTARY PUBLIC

Print Name: Wendie J. Daigle  
Commission No. 024684  
My Commission Expires: at Death



**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED REGISTERED AGENT  
ACT 769 OF 1987**

TO: State Corporation Department  
State of Louisiana

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 25<sup>th</sup> day of March, 2015, before me, Notary Public in and for the state and parish aforesaid, personally came and appeared: A. WAYNE BURAS, who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of RIVER CLUB OWNERS ASSOCIATION, INC., which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.

  
\_\_\_\_\_  
A. WAYNE BURAS, Registered Agent

SWORN TO AND SUBSCRIBED before me,  
this 25 day of March, 2015.

Wendie J. Daigle  
NOTARY PUBLIC  
Print Name: Wendie J. Daigle  
Commission No. 024684  
My Commission Expires: at Death

**BYLAWS**

**UNITED STATES OF AMERICA**

**OF**

**STATE OF LOUISIANA**

**RIVER CLUB OWNERS ASSOCIATION, INC.**

**PARISH OF ST. TAMMANY**

**RIVER CLUB OWNERS ASSOCIATION, INC.** (hereinafter referred to as the “**Association**”), a non-profit Louisiana corporation, formed under the laws of the State of Louisiana, having for its purpose the governing of a particular subdivision property known as RIVER CLUB SUBDIVISION, and the Restrictive Covenants of RIVER CLUB SUBDIVISION recorded in the official records of St. Tammany Parish, Louisiana, does hereby adopt the following set of Bylaws which shall assist in governing the Association and the RIVER CLUB SUBDIVISION property.

All present or future owners, lessees, invitees, tenants or occupants of the RIVER CLUB SUBDIVISION property as more fully set out in the Restrictive Covenants of RIVER CLUB SUBDIVISION (as amended), or any other individual who may use the facilities or come upon the RIVER CLUB SUBDIVISION property in any manner are subject to the regulations set forth in these Bylaws, the Articles of Incorporation of the Association and the Restrictive Covenants recorded in the official records of St. Tammany Parish, Louisiana. The ownership, rental, occupancy, or presence of any individual, firm, person or corporation, on subdivision property, including common areas, will signify and constitute notification and acceptance of these Bylaws, the Articles of the Association, the Restrictive Covenants, and the rules and regulations of RIVER CLUB SUBDIVISION by such owner, occupant, tenant, employee, invitee, or any other person.

**ARTICLE I**  
**OFFICE**

The principal office of the Association shall be located at 7037 Highway 190, Covington, Louisiana 70433, and such other place or places as the Board of Directors of the Association may designate.

**ARTICLE II**  
**MEMBERSHIP MEETINGS**

1. All meetings of the members of the Association shall take place at a location within St. Tammany Parish to be designated by the Board of Directors in the notice of the meeting.
2. An annual meeting of the members may be held on the second Wednesday of March of each year commencing in 2017, provided that if the second Wednesday be a legal holiday, then the meeting shall occur on a date set by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting of the members.



3. Special meetings of the members, for any purpose, may be called by the President of the Association or the Board of Directors and shall be called by such Officers upon receipt of a written request from any member or members holding in the aggregate one-third (1/3) of the total voting power.

4. Notice of all member meeting, stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary unless waived in writing by seventy five percent (75%) of the total voting power of the Association. Such notices shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meetings.

5. The presence, in person or by written proxy, of the holders of a majority of the total voting power shall constitute a quorum.

6. When a quorum is present at any meeting, the holders of fifty-one percent (51%) of the voting rights present or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Articles of Incorporation, the Restrictive Covenants or these Bylaws a different vote is required, in which case such expressed provision shall govern and control the decision on such a question.

7. In any meeting of members, each Class "A" member of the Association shall be entitled to one (1) vote for each lot owned by any firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each lot to which Class "A" membership is appurtenant, and the vote shall be cast in accordance with these Bylaws. Each Class "B" member shall be entitled to one (1) vote for each Class "B" membership so held. If a lot is owned by one person, his right to vote shall be established by the record title of his lot. If a lot is owned by more than one person, the vote shall be divided among the ownership of each lot and fractional votes maybe cast. The ownership of a lot may by written authorization, cast the vote for all of the record owners of the lot, which written authorization shall be filed with the Secretary of the Association. If the lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by the President or Vice-President and attested by the Secretary or Assistant Secretary of such corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked, or until a change in the ownership of the lot concerned. If the lot is owned by a Partnership, the person entitled to cast the vote for the lot shall be a person or persons who would be entitled to convey title to real estate under the terms of the Partnership Agreement. Evidence of authority to represent the Partnership shall be filed with the Secretary of the Association prior to voting. A certificate designating the person entitled to cast the vote may be cast in person or by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

8. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is sent to the shareholders entitled to vote, stating the purpose or purposes of the meeting and that the

previous meeting was not held for lack of a quorum, then any number of shareholders, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

9. The order of business at annual members meetings and as far as practical at all other members meetings, shall be:

- A. At the initial meeting an election of chairman of the meeting;
- B. Calling the roll and certifying proxies or other authority to cast votes by the Secretary or at the initial meeting by the chairman of the meeting so designated;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of the minutes;
- E. Reports of Officers;
- F. Reports of committees;
- G. Election of Directors, if necessary;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

10. Whenever, by any provision of law, the Restrictive Covenants of RIVER CLUB SUBDIVISION, the Articles of Incorporation of RIVER CLUB OWNERS ASSOCIATION, INC., these Bylaws, or the rules and regulations of RIVER CLUB SUBDIVISION, the affirmative vote of members is required to authorize or constitute action by the Association, the written consent of those necessary to decide the particular question shall be sufficient for the purpose, without necessity for a meeting of the members.

11. Whenever the “total voting power” or “entire membership” of the Association is referred to in the Articles or Bylaws of the Association or the Restrictive Covenants of RIVER CLUB SUBDIVISION it includes the total vote of all existing classes of membership.

### **ARTICLE III** **DIRECTORS**

1. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3), no more than seven (7) persons as determined from time to time by the

members. Unless otherwise determined, there shall be three (3) Directors. Each member of the Board of Directors, other than the initial board or a board member appointed or elected by the Class B shareholder voting majority, shall be a lot owner; in the event of a corporate ownership, an Officer or designated agent thereof. In the event of a partnership, the member shall be a partner or designated agent of the partnership.

2. Election of Directors.

A. After retirement or resignation of the original Directors, election of Directors shall be conducted at the annual membership meeting. A nominating committee shall be appointed by the Board of Directors at least thirty (30) days prior to the annual members meeting. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

B. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the Board of Directors by majority vote.

C. Any Director may be removed by concurrence of a simple majority (51%) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by a majority vote of the members of the Association present or represented by proxy at the same meeting.

3. Director's Meeting.

A. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which time they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum of elected Directors shall be present.

B. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegraph or telefax, at least three (3) days prior to the day named for such meeting, unless such notice is waived, which notice shall state the time, place and purpose of the meeting.

C. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written or verbal request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, telegraph or telefax which notice shall state the time, place and purpose of the meeting.

D. Any Directors may waive notice of the meeting before, during or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. A quorum at Director's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by fifty-one percent (51%) of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided by law or in the Restrictive Covenants, Articles of Incorporation, Bylaws or Rules and Regulations of the Association. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is sent to the Directors entitled to vote, stating the purpose or purposes of the meeting and that the previous meeting was not held for lack of a quorum, then any number of Directors, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

F. The presiding Officer at Director's meetings shall be the President if such an Officer has been elected, and if none, then the Directors present shall designate one of their number to preside.

G. Any action which may be taken at a meeting of the Board of Directors, or at a meeting of any committee, may be taken by a consent in writing, signed by all of the members of the Board of Directors or by all of the members of the committee, as the case may be filed with the records of proceedings of the Board or committee.

4. All of the powers and duties of the Association existing under law, and in accordance with the Restrictive Covenants of RIVER CLUB SUBDIVISION and other documents regarding the Association, Bylaws, Articles of Incorporation, and Rules and Regulations of RIVER CLUB SUBDIVISION shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees; however, subject to the approval of the lot owners and the members of the Association when such is specifically required. A Director may not be an employee of the Association.

#### **ARTICLE IV** **OFFICERS**

1. The executive officers of the Association shall be President, Vice-President, Secretary, and Treasurer, all of whom shall be Directors. All Officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members from time



to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association and to preside over the member meetings.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minute book where in the resolutions of all proceedings of the Directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President.

5. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practiced and he shall perform all other duties incident to the office of Treasurer.

#### **ARTICLE V** **ASSESSMENT AND FISCAL MANAGEMENT**

1. On or before September 1st of each year, the Board of Directors shall prepare a budget (the "**Annual Budget**") based on an estimate of the total amount required for the cost of wages, materials, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management of the Association and the maintenance of the property of RIVER CLUB SUBDIVISION, together with reasonable amounts considered by the Board to be necessary for RIVER CLUB SUBDIVISION's hereinafter established (annual expense). On or before December 31st of each year, the Board shall give each lot owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the lot, which assessments shall be fixed in accordance with the provisions of the Restrictive Covenants of RIVER CLUB SUBDIVISION, the Articles and Bylaws of the Association. If the budget, or proposed assessments are amended, a copy of the amended budget or statement of assessments shall be furnished to each lot owner concerned. The Association membership shall approve this budget at the next annual meeting by a vote of 51% of the voting rights present or represented by written proxy at such meeting.

2. The failure or delay of the Board of Directors to prepare or to transmit to lot owners an Annual Budget or statement of assessments shall not constitute a waiver or release in any manner or any lot owner's obligation to pay assessments against his lot, whenever the same shall be determined, and in the absence of an Annual Budget or statement of assessments, each lot owner shall continue to pay the existing installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.

3. When the first Board of Directors takes office, it shall forthwith determine the Annual Budget for the year of office ending in February of the next calendar year. Assessments shall be

levied during this period as provided in Section 1 of this Article and in accordance with the Restrictive Covenants.

4. The Annual Budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be expenses of the Association:

- A. Current operating expenses;
- B. Reserve for alterations and improvements;
- C. Working capital.

The Board of Directors in its absolute discretion may establish from time to time such other accounts or budget classifications as it may deem appropriate for the proper administration of the property in RIVER CLUB SUBDIVISION under the management or maintenance of the Association.

5. At the annual members meeting of each year, the Board of Directors shall provide all lot owners present with a copy of an audit or itemized accounting of the expenses actually incurred and paid for the preceding year by the Association, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserve shall be surplus and shall be apportioned among the lot owners accounts as provided for in the Restrictive Covenants or these Bylaws.

6. The Treasurer shall keep full and correct books and accounts, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any lot owner, any representative of a lot owner duly authorized in writing or any mortgagee of a lot at such reasonable time or times during normal business hours as may be requested by the lot owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each lot which shall be kept current at all times and which shall show:

- A. The name and address of the lot owner or owners and the mortgagee of the lot, if any (provided the information has been furnished by the Lot owner);
- B. The amount and due date of all assessments pertaining to the lot;
- C. All amounts paid on account
- D. Any balance due.

Upon written request of a lot owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such lot owner.

7. Any installments on assessments shall be payable to the order of RIVER CLUB OWNERS ASSOCIATION, INC. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under the deed restrictions shall be a debt and obligation of the lot and the owner of the lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be filed against the lot and the lot owner thereof as authorized by and provided for in LSA 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 assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

8. In the event of non-payment of amounts due the Association, the Secretary or Treasurer shall, not later than sixty (60) days after any assessment levied pursuant to this act becomes due, take necessary measures to file in the records of the Clerk of Court for the Parish of St. Tammany a claim of lien on behalf of the Association and against the lot of the delinquent owner liable for such assessment. The claim of lien shall be signed and verified by affidavit of an Officer or agent of the Association and shall include:

- A. A description of the lot or parcel of land owned by the delinquent Association member and any other information necessary for proper identification;
- B. The name of the record lot owner;
- C. The amount of all delinquent installments or payments or assessments;
- D. The date on which said installments or payments became delinquent, all in accordance with LSA R.S. 9:1145 et seq.

The Association or its agent shall file the lien in the records of St. Tammany Parish and serve upon the delinquent owner a sworn detailed statement of the claim by certified mail, registered mail or personal delivery.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any suit and notice of lis pendens must be filed before the expiration of five years after the date of recordation of the inscription of lien is filed with the Clerk of Court for St. Tammany Parish.

All liens for assessments against lots shall be subordinate in rank to any mortgage or lien on any lot filed for record in the official records of St. Tammany Parish prior to the lien for such assessments.

9. The Association shall, upon demand, furnish to any member liable for any assessment levied pursuant to this act (or any other party legitimately interested in the same) a certificate in writing signed by an Officer of the Association, setting forth the status of the assessment, i.e., whether the same is paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Upon default in the payment of any one or more periodic 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 Board of Directors and may be declared due and payable in full.

Any recorded first mortgage secured by a lot in RIVER CLUB 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 in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

10. Any lot owner who mortgages his lot shall notify the Secretary of the name and address of his mortgagee. Any such mortgagee shall have the right to notify the Secretary of the association of the existence of a mortgage on a lot. The Secretary shall maintain such information in a special book or file. The Treasurer may report to a mortgagee of a lot any unpaid assessments or other default by the owner of such lot. A copy of every notice of default and claim for delinquent installment or assessment or claim of lien sent by the Association to a lot owner may also be sent to the mortgagee of the lot whose name and address has hereto fore been furnished the Association, however, the failure to send such notice to the mortgagee or the lot owner shall not affect the validity of the lien filed in accordance with law in the official records of St. Tammany Parish, Louisiana.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawals of money from such accounts shall be only by check signed by persons authorized by resolution of the Board of Directors. All funds collected by the Association from assessments may be commingled in a single fund but they shall be held for the lot owners and credited to accounts from which shall be paid the expenses for which the respective assessments were made. The records of the Association shall be maintained to evidence the amount due by each lot and lot owner to the Association.

12. Any obligation of the Association or any of its Officers contained in this Article may be assigned or delegated to an agent of the Association pursuant to an agreement entered into between the Association and the firm, person or corporation designated by the Association.



**ARTICLE VI**  
**EXTENT OF LEGAL ACTION**

Notwithstanding any other authority granted to the Board of Directors herein, the Board of Directors shall take no legal action against any firm, person or corporation in the name of and on behalf of the RIVER CLUB OWNERS ASSOCIATION, INC., except for the following suits or actions:

1. A suit seeking collection of monies due as provided in Article V herein.
2. A suit to enforce Restrictive Covenants, Articles or Bylaws of RIVER CLUB SUBDIVISION.

No other suits, demands or claims in law or in equity shall be filed in any court.

**ARTICLE VII**  
**NOTICES**

1. Any notice required by the Restrictive Covenants, Articles or Bylaws of RIVER CLUB SUBDIVISION or by law to be given in writing by any lot owner to another lot owner or the Association or its Board of Directors or by the Association or its Board of Directors to any lot owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States mail. All proof of mailing shall be by the affidavit of the person mailing and the affidavit shall be prima facia proof that notice has been given, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, with respect to the Association, and to the last address of such lot owner, Association member or other person appearing in the records of the Association.

2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

**ARTICLE VIII**  
**PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Restrictive Covenants, Articles of Incorporation or these Bylaws or with the Laws of the State of Louisiana.

**ARTICLE IX**  
**AMENDMENTS**

Amendments to the Bylaws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval by a vote or by written consent of fifty one (51%) percent of the entire voting power of the membership or may be made by the Developer alone without a vote as long as the Developer is a Class "B" member of the Association. Until the first election of Directors by the members at an annual meeting, Bylaws may be amended and/or adopted by the unanimous vote of the Directors.

3. An amendment may be proposed by either the Board of Directors or by any member of the Association.

4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted, is recorded with the Clerk of Court of St. Tammany Parish, Louisiana, in the same manner as recordation of the original Restrictive Covenants to which the original Articles of Incorporation and Bylaws are annexed as an exhibit.

5. These Bylaws may be amended by a majority vote of the Board of Directors, if necessary to make the same consistent with the provisions of the Articles of Incorporation and the Restrictive Covenants and as required by law.


6. No amendment shall discriminate against any lot owner (including the Developer) or against any lot or class or group of lots unless the lot owner so affected shall consent.

7. No amendment to these Bylaws shall operate to change any lot owner's share of the total expenses of the Association, or change the voting rights of its members, unless the record owner of the lot concerned and all mortgagees who have duly recorded instruments in the records of St. Tammany Parish and whose mortgage is registered with the Secretary of this Association shall join in the execution of the amendment.

I, A. Wayne Buras, Secretary of the RIVER CLUB OWNERS ASSOCIATION, INC., herein referred to as the Association, do hereby certify that the above and foregoing is a true and correct copy of the Bylaws of the Association adopted by the Board of Directors of the Association in accordance with the articles and in accordance with law on the 25<sup>th</sup> day of March, 2015.

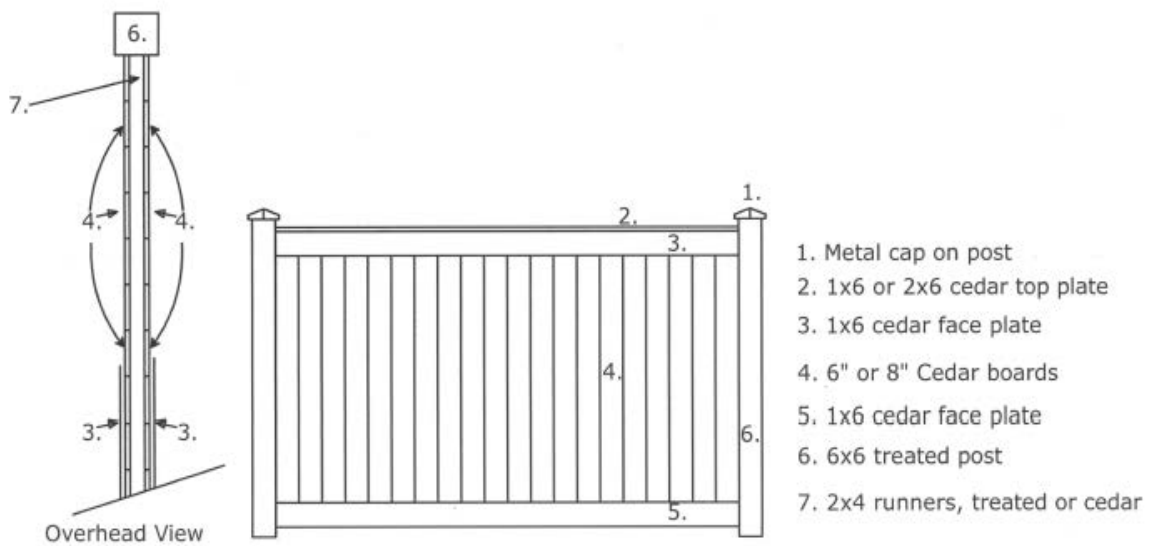
  
\_\_\_\_\_  
A. Wayne Buras, Secretary

ATTEST:

  
\_\_\_\_\_  
Matthew J. Bennett, President

### EXHIBIT 11.20.3

#### Design Sketch / Criteria for Wood Board Fences



## **EXHIBIT 11.28.6**

Design Sketch / Criteria for  
Boat House and Bulkhead Construction

### **Design Guidelines for Waterfront Lots 87 to 108 and Lots 116 to 137**

---

The design issues include the placements of structures to preserve views and sight lines, minimizing height and mass to better blend into the scene, harmonizing colors and use of natural materials, standards to ensure uniform roof shapes and pitches and elimination of the objectionable lighting and noise that detract from the peaceful setting on River Club Bayou (“**Bayou**”).

#### **Applicable Structures**

All structures and fixed pile at the waterline and/or abutting the Bayou are subject to these Design Guidelines. This includes the Dock Servitude and the area between the waterline and the rear setback line of a Lot. Structures include but not limited to:

Wharfs	Piers
Bulkheads	Docks
Boathouses	Slips
Lifts	Walls
Fences	Masonry Retainer Walls
Decks	

All such improvements shall be placed and designed under the approval of the River Club Owners Association, Inc. (“**Association**”) through the Architectural Control Committee for River Club (“**ACC**”). See Submittal Requirements in the recorded Restrictive Covenants.

#### **Definitions:**

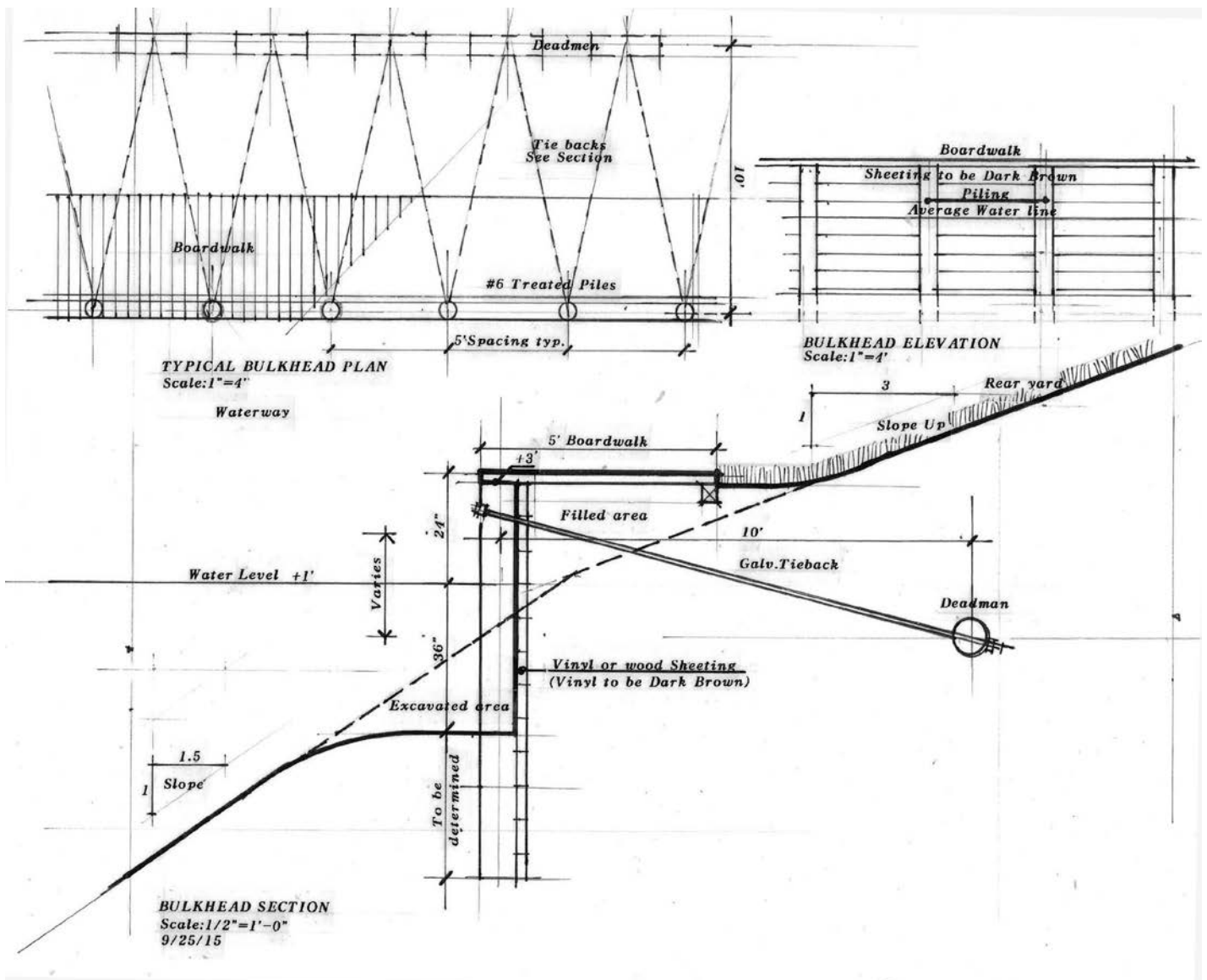
“**Slip**” is a mooring space for any aquatic craft either fixed or floating constructed within the lot area or Bayou.

“**Boathouse**” is a covered structure over a Slip with perimeter walkways and deck area.

“**Bulkhead**” is a retaining structure placed to prevent erosion and provide for bank stabilization. Any Bulkhead must be constructed compliant with the guidelines set forth herein, but subject to an engineered plan stamped and approved by a civil engineer selected by the Owner. Neither the Developer nor the Association shall be liable for costs, expenses, damages, or other matters arising from the failure of a Bulkhead. Riprap and erosion mats are not permitted.

## General Placement Requirements

- 1). Every Owner shall have a Limited Revocable Permit for water use facilities centered on each Lot not to exceed 1000 square feet. This servitude shall measure a maximum of 18' from the rear Lot line and into the Bayou by a maximum of 45' in length and located no closer than 30' from the side Lot line. All water use improvements must occur within this servitude, with the exception of the Bulkhead, which is not included in the calculation.
- 2). Over water facilities must be at least 30' from the neighboring side yard property line.
- 3). Bulkheads and other similar structures shall not be located beyond the rear Lot line (legal property Line) and shall conform to all standards and regulations by applicable regulatory agencies. See approved section.



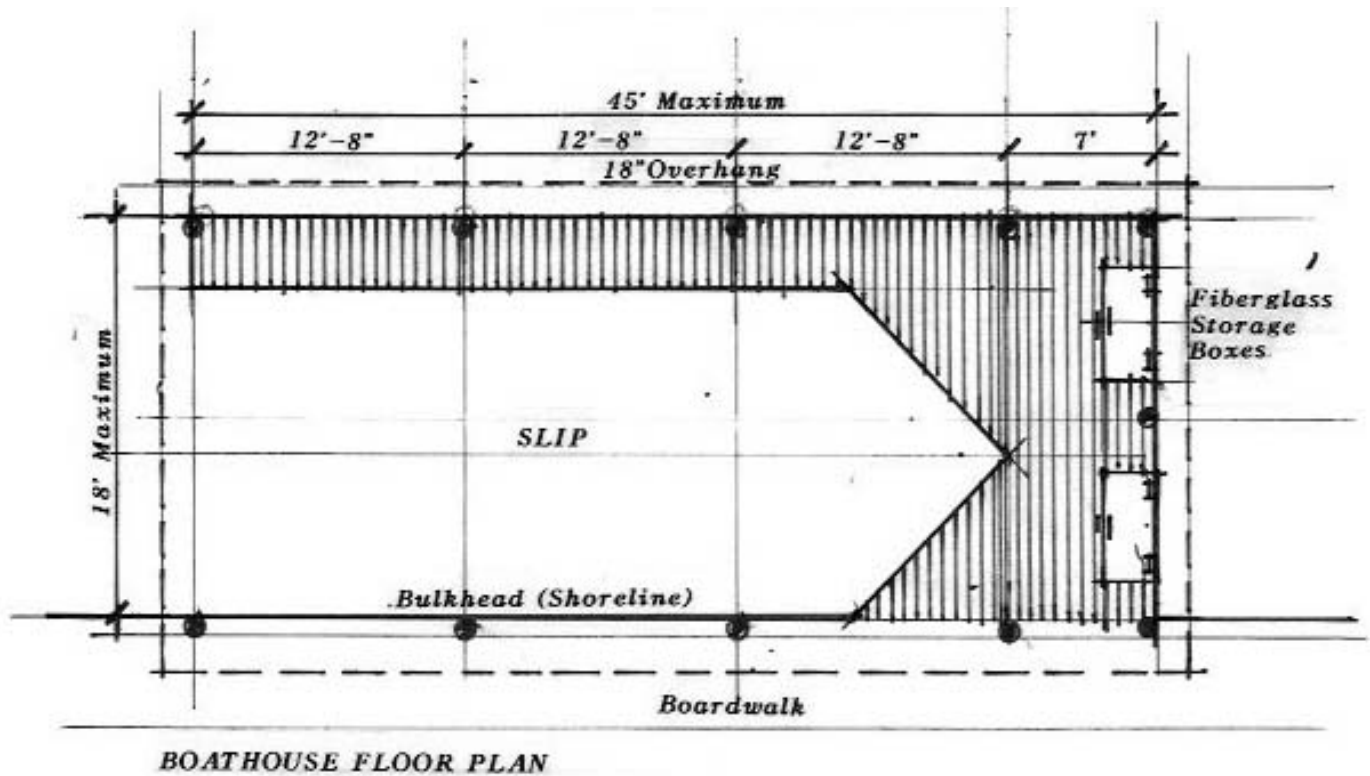


4). Piers, docks, and other similar structures shall be located by and shall conform to all applicable regulatory agencies. Floating docks of any type are prohibited.

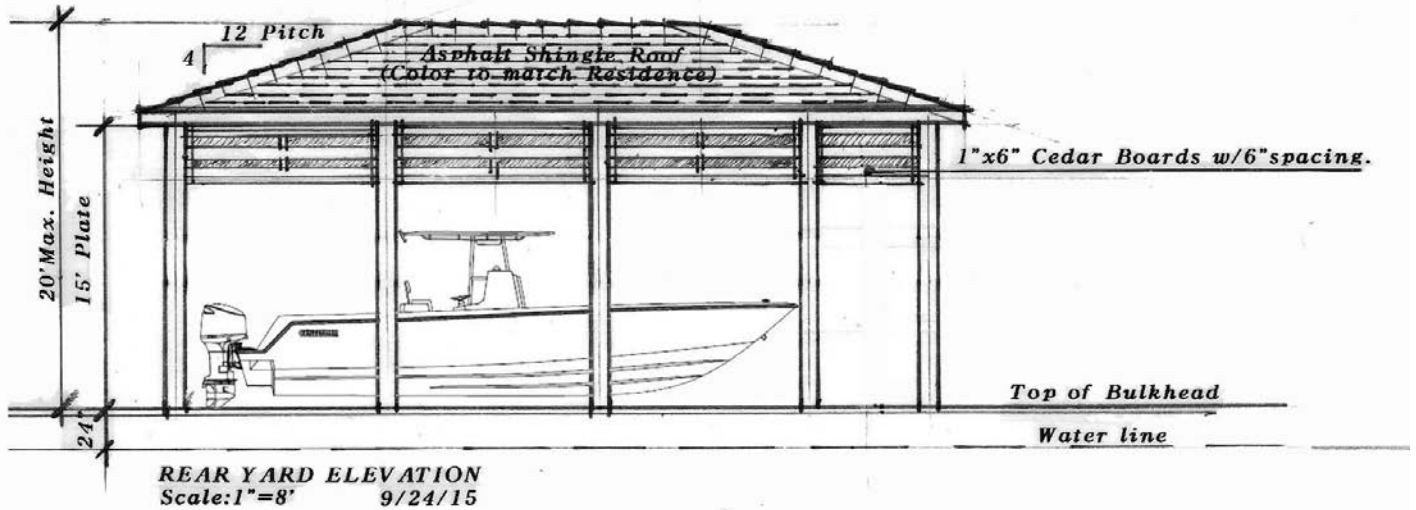
5). Lot Filling and Grading. All waterfront lots are positioned at the highest site elevations and have a rear slope down to the waterline. This is a transitional bank from the building area of a Lot and must be maintained in a manner to preserve the natural shoreline. It is anticipated that a Bulkhead will raise the elevation at the waterline 2', so some fill will be required behind the structure. You must consider grading the area beyond your rear setback line in a gentle slope (say 3:1) or terracing in a series of gradual rises. Massive Bulkheads will not be permitted. No Bulkhead may be above 2' at the waterline. Proper Bulkhead returns at the property lines must be constructed to prevent erosion of the adjacent lots.

6). A Boathouse may not be used as a dwelling unit, guesthouse, or servants' quarters. Bathrooms are prohibited unless tied into the Subdivision sanitary sewage and water system. Likewise, fish cleaning sinks must be equipped with a garbage disposal unit and tied into the sanitary sewage system. No discharges are permitted into the Bayou!

7). One fiberglass or composite storage box shall be allowed on the boat dock of a design, size, color, and manufacturer approved by the ACC. Enclosed storage space shall be used solely for storage of water-use equipment and supplies of the moored vessel.



8). All Boathouses shall have a hipped roof in accordance with the attached building elevations. No flat roofs are permitted and sun decks on top of Boathouses are prohibited. The roof height shall not exceed 20 feet as measured from the adjacent required lot elevation. Roof pitches shall be 4:12 and roof materials shall be architectural asphalt shingles of a color, design, and quality approved by the ACC and generally as depicted hereinbelow.



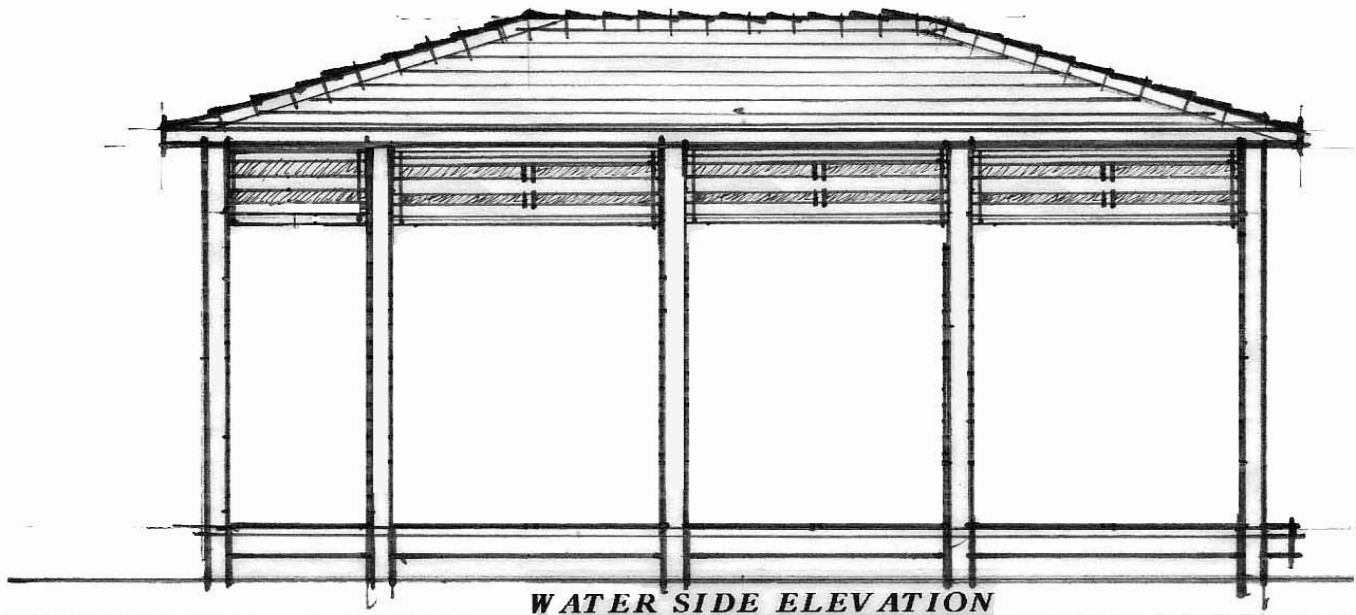
9). Building materials shall include:

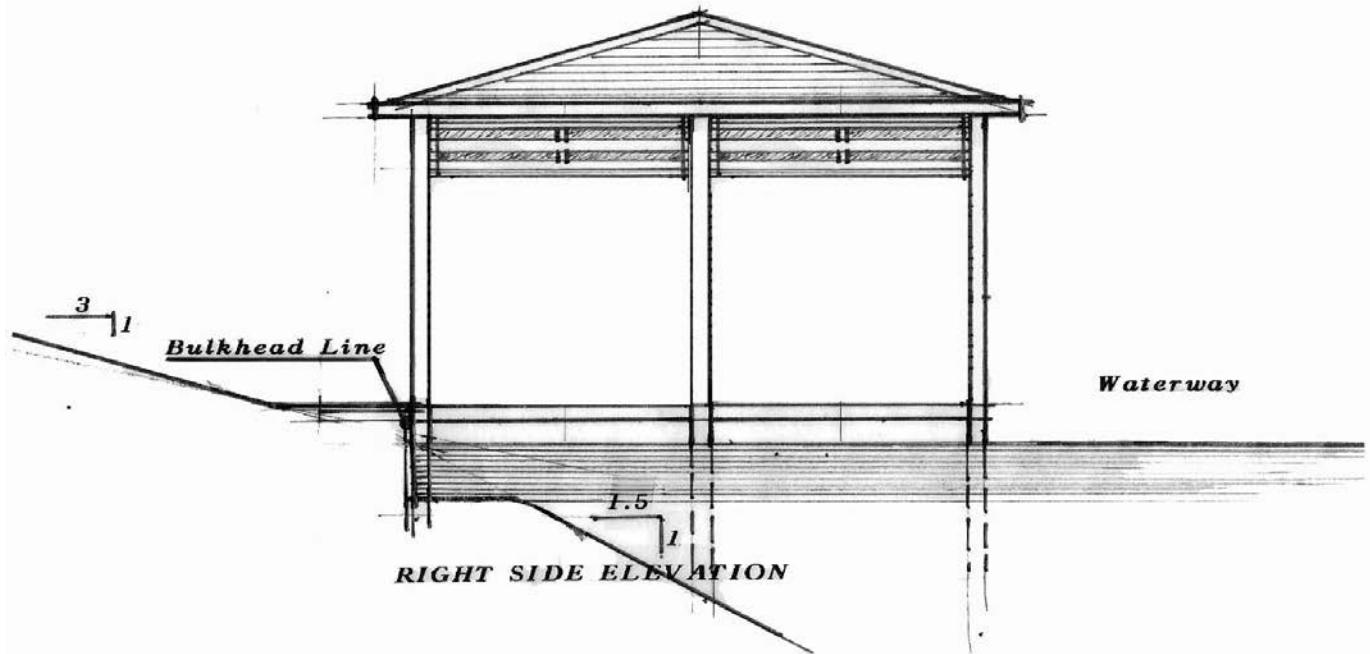
Roof – Architectural asphalt composite shingles of a color, design, and quality approved by the ACC.

Structure – 6/8 treated wood piling, natural weathered finish.

Decks and piers – Natural weathered finish.

Siding – Treated cedar, natural weathered finish.





10). The exterior lighting of all Boathouses and piers shall be shielded downward onto piers and shall have cut off timer circuitry. High intensity discharge lamps will not be permitted. In all cases, lighting shall not be extended beyond its task area, and no lighting shall be permitted behind Boathouses into the open travel lanes. All sources must be a clear white light as metal halide or LEDs. No colored lighting will be permitted.

11). Sound systems and loud speakers are prohibited from Boathouses and piers.

### **Submittal Requirements**

The following materials will be required for submittal to the ACC:

- 1). A complete application for ACC review.
- 2). A Site Plan delineating the location of the proposed water-use features on a Lot and within the Bayou with dimensions.
- 3). Plan and Elevation drawings communicating architectural character, color scheme, and building materials. These drawings should also show the dimensions of the Boathouse, Bulkhead, deck/pier elevations, layout within the water use Servitude area, and an engineer's stamp for the structural aspects of the improvements.
- 4). A description of the proposed method of construction.



**EXHIBIT 11.28.6(ii)**

Example of  
Retainer Wall Materials/Construction



## **EXHIBIT 12.7.4**

### Standards / Directives for Special Driveway Surface

The following directives and regulations shall apply to the construction of the Special Driveway Surface:

1. Laid driveway pavers (as an example, pavestone pavers) over a concrete foundation, or stamped and dyed concrete in a brick pattern with colored dye added to the concrete mix;
2. A swale design in the Special Driveway Surface and within the street right of way to comply with the approved drainage plan for the Subdivision;
3. The Special Driveway Surface must connect to the Street fronting the Lot for a distance into the Lot, as follows: **(a)** for a Garden Home Lot, from the Street fronting the Lot to the Dwelling; and **(b)** for an Estate Lot and a River Lot, from the Street fronting the Lot to not less than the front building set back line, as a minimum distance;
4. For Estate Lots and River Lots, the portion of the driveway connecting to the Special Driveway Surface shall be constructed of concrete, pavestone pavers, a substitute paver approved by the ACC, or stamped and dyed concrete of a color, type, design, and quality approved by the ACC;
5. All elements of items 1 through 4 above, inclusive, must be submitted in a plan with specifications and construction narrative for approval by the ACC as to design, color, materials, and construction methods. The contractor shall be solely responsible for the elevations and location of the Special Driveway Surface, and the obligation to construct the Special Driveway Surface, in compliance with the approved drainage plan for the Subdivision.