

Association. The annual budget of the Association shall include projected expense items for the upkeep and improvement of the these Common Areas.

#### Article IV

##### ADDITIONS BY DEVELOPER

Section 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.

Section 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

Section 1. 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 RESERVE 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"

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

A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot 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.

B) There shall be four hundred (400) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

i) thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal four hundred (400); or

ii) on January 1, 2020; 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.

## Article VI

### RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of THE RESERVE 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:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas 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

B) 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 admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests: and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Community Facilities, including the right to enforce various sanctions against the Owners of Lots in THE RESERVE 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.

Section 2. Suit Limitations. 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 The Reserve Owners Association, Inc., except for the following suits or actions:

- i) A suit seeking collection of monies due as provided in Article V herein.
- ii) A suit to enforce Restrictive Covenants, Articles or Bylaws of The Reserve Subdivision.

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

## Article VII

### ASSESSMENTS

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" equal to one-twelfth (1/12) of 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:

A) 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

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

C) 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

D) 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

E) 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 or otherwise; and

F) 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, drainage facilities, parks and open areas of THE RESERVE SUBDIVISION) and such equipment as the Board of Directors shall determine to be necessary and proper; and

G) 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.

Section 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.

Section 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.

Section 4. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 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 \$120.00 per annum for a vacant Lot upon which a dwelling has not been constructed and prior to first occupancy; and shall not exceed the sum of \$480 per annum for a Lot upon which a dwelling has been completed and has been at one time occupied.

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.

Section 6. Increase In Maximum Assessment.

A) From and after January 1, 1999, 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 ten percent (10%) of the maximum annual assessment for the preceding year.

B) From and after January 1, 1999, 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.

Section 7. Lien Filing. Any installments on assessments shall be payable to the order of The Reserve 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.

Section 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.

Section 9. No dues discrimination. 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. No due structure assessment or amendment to these restrictions 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.

Section 10. Attorney Fees. In the event the Association retains an attorney for the enforcement of any part or portion of these restrictions, 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

### ARCHITECTURAL CONTROL COMMITTEE

Section 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 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 RESERVE SUBDIVISION by the Board of Directors of the Association, or by the Architectural Control Committee appointed

by the Board of Directors of the Association. 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, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeriels, 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 RESERVE SUBDIVISION by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors without compensation. The Architectural Control Committee 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 Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, 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 Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with. The



Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

\* *The Reserve Homeowners Assoc*

*Matt  
Jim - Kevin*

Section 4. Deposit. The Architectural Control Committee shall have the right to require an applicant requesting approval of plans and specifications for construction of a home to deposit with the Architectural Control Committee a \$1,000.00 deposit to be held in a non-interest bearing account to insure compliance with the provisions of these covenants. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these covenants.

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

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

Section 7. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.R, 1.S, 1.T, 1.U, 1.V, 1.X, 1.Y, 1.Z, 1.BB, 1.CC, 1.DD, 1.EE, 1.II and 1.JJ.

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

#### Article IX

### RESTRICTIONS FOR USE OF PROPERTY

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber The Property, to-wit:

A) All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, 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.

B) No noxious or offensive activity 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, except as provided herein. An annual garage sale open to all members of The Reserve Subdivision may be held on such day or days as designated by the Board of Directors. All procedures, planning and notices of any such garage sale shall be submitted to and approved by the Board of Directors prior to the undertaking of any such procedures or notices. Any expenses associated with the organizing, establishing and actual undertaking of the garage sale shall be imposed upon and collected only from the members who provide merchandise for sale at the garage sale and are thereby deemed participants of the garage sale. The Board of Directors shall review and approve any and all such expenses prior to the actual incurring of any such expense. Personal automobiles are allowed to be parked on the street during the garage sale.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except 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