

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.

D) No burning of trash (except plant material) 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.

E) No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage. The parking of any vehicle within a street right-of-way is strictly prohibited.

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

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

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

I) 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, no sound trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

J) 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 and enclosed building or structure approved by the Architectural Control committee; and ii) satellite dishes not exceeding three feet in diameter mounted/attached to the house or garage within the rear yard.

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

L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, 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.

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

N) 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.

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

P) No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot 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 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.

Q) The design, make and brand of all mail boxes in the Subdivision shall be specified and approved by the Architectural Control Committee. The cost of purchasing, installing, maintaining and replacing the approved mail box shall be at the expense of the Lot Owner.

R) Except for raised houses greater than seven feet in height above existing grade, raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills.

Raised houses with a finished first floor elevation of greater than seven feet above existing grade must provide architectural features, lattice work and landscaping or a combination thereof, approved by the Architectural Control Committee in order to prevent a "see through" appearance.

S) Upon completion of a dwelling on any Lot, "the designated portion of the Lot" shall be sodded with a lawn grass material approved by the Architectural

Control Committee. "The designated portion of the Lot" to be sodded shall be from the front of the house to the edge of the concrete street fronting the Lot. All Lots upon which a dwelling has been constructed shall have not less than 200 square feet of landscape flower bedding with planting and mulch materials. The landscape shrubs on the rear 25 feet of the Lots which border the retention pond shall not be greater than four (4) feet in height above ground level. On Lots which border the retention pond, the Lot Owner shall sod the area from the Owner's rear Lot line to the retention pond.

T) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee and shall further comply with the following:

i) No fence shall be erected, placed or altered on any Lot nearer to the front street than on a line parallel to the front of the main dwelling, and for a corner Lot, no nearer than ten feet (10') to any side street. Fences shall not exceed six (6') feet in height. There shall be no front yard fences.

ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

iii) On any Lot which has a common property line with the retention pond (as shown on the Plat), no fence or landscape shrub shall be erected, placed or altered within twenty-five feet (25') of the rear property line higher than four feet (4') from the natural grade and the fence shall not be solid fencing such as to block the view to an adjoining Lot.

iv) All fences at the rear of a Lot and along Lonesome Road shall be of a uniform design, height, and materials designated by the Architectural Control Committee.

U) All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage requirements:

i) On Lots 1 through 139, inclusive, of The Reserve Subdivision;

(a) No dwelling shall be constructed on any Lot containing less than 2,800 square feet of heated and cooled area;

(b) No dwelling of one and one-half stories (i.e., a structure in which the attic area is utilized and has finished heated and cooled living area) shall be constructed on any Lot containing less than 1,800 square feet of heated and cooled area on the first floor;

(c) No dwelling of two stories or greater shall be constructed on any Lot containing less than 1,400 square feet of heated and cooled area on the first floor;

(d) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet; and

(e) Each dwelling constructed on a Lot shall have an enclosed garage of not less than 400 square feet.

V) The main residential dwelling on Lot 1 shall face and front on Evergreen Drive; the main residential dwelling on Lot 76 shall face and front on Delta Drive.

W) No Lots adjoining the Lonesome Road right-of-way shall have direct drive or vehicular access from the rear of the Lot onto Lonesome Road.

X) 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 shall further comply with the following:

i) The first finished floor of the main residential dwelling shall all be constructed not less than one foot (1') above the finished floor requirement under the Federal Emergency Management Act (FEMA) regulations;

ii) The main residential structure on Lots 17, 18 and 19, in the Subdivision must be constructed as a raised house on piers or pilings.

iii) No fill dirt shall be placed on any portion of a Lot below the thirteen foot (13') contour except for (1) fill to accommodate a ground level foundation beneath a raised house; and (2) access drives and garage foundations.

iv) The first finished floor of a residence shall be constructed not less than eighteen inches (18") above the existing Lot grade.

v) No side yard of a Lot shall be filled with dirt or sodded higher than six inches (6") above the finished and sodded grade of the adjacent Lot.

Y) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a maximum of 144 square feet under beam; (ii) comply with all setback requirements; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

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

i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise. Drainage plans indicating the Lot drainage pattern must be submitted to the Architectural Control Committee prior to the approval of plans and specifications for construction of a residence on a Lot.

ii) Each Lot Owner shall create and maintain a drainage-way ("swale"), being five feet 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 interfere with the drainage flow in this swale area.

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

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

v) Prior to the deposit collected by the Architectural Control Committee in Section 4 herein is 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 master Subdivision drainage plan. The owner and builder constructing the first residence on a Lot are obligated to comply with the requirements of this Section Z. The owner of a Lot and resident is obligated to maintain grading and swale obligations of this Section Z after construction. The Owners Association and Developer shall not guarantee or warrant compliance of this Section Z, however, the Owners Association reserves the right to enforce the provisions of this Section Z.

AA) No boats, boat railways, hoists, launching facilities or any similar type of device or equipment shall be installed, constructed or maintained upon any Lots provided, however, that boats, hoists and the like may be stored in an enclosed storage room or garage.

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

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

DD) The side and rear setback line restrictions established herein above shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot except swimming pools and decks. In no event shall a swimming pool or deck be located nearer than ten (10) feet to any Lot line.

EE) Regulations regarding driveways:

i) All driveways connecting to the street become part of the drainage system of the Subdivision and therefore must be built to the following specifications to ensure maintenance of proper drainage: all streets and driveways must slope in the direction of established catch basins constructed by the Developer in accordance with the specifications for driveways in the Subdivision as per the drawing attached as Exhibit A. The driveway slope, elevations and drainage design for the driveway within the street right-of-way must be submitted to the Architectural Control Committee along with house construction plans and specification for approval.

ii) All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage. All driveways shall be a minimum of twelve feet (12') in width and shall be constructed not closer than one foot (1') from the side property line. All driveways connecting to the street shall provide for a swale six inches (6") deep between the street and the property line a point approximate eight feet (8') beyond the edge of the street pavement in order to allow lateral drainage over driveways and into drainage catch basins within street right-of-ways as per the drawing attached as Exhibit A.

FF) For Lots 1 and 76, there shall be no access driveway or right-of-way onto the main entry into The Reserve Subdivision designated as Evergreen Drive; all access and driveways from Lots 1 and 76 shall enter and exit by way of the side street right-of-way, i.e., Delta Drive and the Evergreen Drive extension.

GG) 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 water and sewerage uses.

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

II) Except as specifically provided herein, gym sets, climbing bars, tree houses and other elevated playground equipment shall not be located within ten feet (10') of a property line and shall not exceed eight feet (8') in height. The location of a basketball goal shall be submitted to and approved by the Architectural Control Committee.

JJ) The Owner of each Lot in the Subdivision shall construct a 42 inch wide concrete sidewalk in the street right-of-way in front of Owner's Lot according to plans, specifications, material qualities, and location designated by the Architectural Control Committee as per the drawing attached as Exhibit A. The specifications shall require construction of a 2,500 PSI concrete sidewalk, 42" wide, 4" deep, with dividers at 42" intervals (Required Sidewalk). The Required Sidewalk shall be constructed prior to first occupancy of any dwelling on a Lot. The cost of constructing the Required Sidewalk shall be paid by the Owner. The Owner of a corner Lot shall install the Required Sidewalk in the front yard and the sideyard fronting the side street.

All maintenance and repairs to the Required Sidewalk installed under this section shall be performed and paid for by the Lot Owner.

The failure of the Lot Owner to comply with this subsection shall authorize the association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance with this section, and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of the amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3 hereof.

## Article X

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the 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