

**ACT CREATING  
DEED RESTRICTIONS  
AND COVENANTS**

**STATE OF LOUISIANA  
PARISH OF ST. TAMMANY**

BY: G.K ROSS, L.L.C.

FOR: PENN'S CHAPEL PLACE, PHASE 1

BE IT KNOWN, that on this 17<sup>th</sup> day of SEPTEMBER , 1999.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

G.K. ROSS, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by GARY M. INTRAVIA, KELLY J. MCHUGH and ROSS W. LEVEE the sole and only Members/Managers, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 54, Township 7 South, Range 11 East, St. Tammany Parish Louisiana, being a parcel containing 14.156 acres of land, on which 24 residential lots have been developed, known as Penn's Chapel Place, Phase 1. Said lots are described in accordance with the plat and survey prepared by Kelly J. McHugh & Assoc., Inc., dated October 16, 1997 and revised on various dated thereafter, hereinafter referred to as the "plat". A full legal description of the parcel on which the residential lots are located and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1758, all of which is incorporated hereby by reference.

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

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

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

## COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS FOR PENN'S CHAPEL PLACE, PHASE 1

### I. DEFINITIONS

1. Architectural Committee – Shall mean and refer to Penn's Chapel Architectural Control Committee authorized and provided for hereinafter (PCACC).
2. Developer – Shall mean G.K. Ross, L.L.C., its successors, assigns, or transferees.
3. Lot - Shall mean each of the subdivided parcels of real property designated for the residential construction and private ownership in Penn's Chapel Place, as shown on the recorded plat, and any other lots in future phases of the subdivision if developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by developer is developed.
4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the PCACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction.
5. Association – Shall mean and refer to Penn's Chapel Place Property Owners Association, Inc., (or other similar name) a non-profit corporation composed entirely by all of the property owners of the subdivision herein described, and future phases as developed.
6. Directors – Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

### II. USE OF PROPERTY

1. The residential lots in the subdivision were approved for single-family use by the proper Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of St. Tammany on the date of this instrument. Developer may, however, utilize a lot or lots as sales and/or administration offices until all lots are sold.

2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

### III. PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.

2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.

3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by PCACC.

4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment enclosed and kept within a garage or behind a fenced or landscaped enclosure approved by PCACC but not in the front yard (the front yard being measured from the front of the house to the front property line, or the side yard of a corner lot (the side yard being measured from the side of the house to the side property line adjoining the street right of way).

5. Trees – Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purpose of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground shall be removed without written approval of the PCACC. Further, before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined by PCACC. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

7. No outbuilding shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal, or in violation of these restrictions.

9. No individual water supply systems or sewerage treatment plants or septic tanks shall be permitted. Water and sewer services shall be supplied by Southeast Louisiana Water & Sewer Company, Inc.

10. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.

11. No changes in the elevations or drainage of the land, except changes required to meet government regulations required by a governmental agency, shall be made on the property without prior approval of the PCACC. Such changes shall in no manner adversely affect any neighboring property.

12. All antennas must be of the concealed type installed inside attic space or other enclosure, except as PCACC is required to permit under the regulations of the Federal Communications Commission. The location of any outdoor antennas must be approved by the PCACC. Eighteen (18") inch satellite dishes are allowed only if hidden from sight and installed in a manner and location approved by the PCACC in writing.

13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. No work or construction of any kind can be done on the Property except with the approval of the PCACC.

15. No owner shall install or cause to be installed any mailbox except as approved by the PCACC. The PCACC reserves the right to require standardized mailboxes for all lots, which will be supplied by PCACC for the cost thereof or purchased from a supplier designated by PCACC to assure uniformity.

#### IV. EASEMENT OVER LOTS

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

#### V. MEMBERSHIP IN THE PENN'S CHAPEL PLACE PROPERTY OWNERS ASSOCIATION

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

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

Common property will eventually include, greenspace and conservancy areas, as designated on the plat, the recreation facility and the streets and roads within the subdivision and additional common property may be designated in later phase(s) of the subdivision. All common property will eventually be owned by, and from this date forward shall be maintained by the Association even though said areas designated for common ownership is at present owned by Developer.

This Association shall implement the provisions of these restrictions.

## VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. There may be a reasonable fee charged to submit plans for approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. The architectural control committee shall be composed of at least 3 persons and no more than 5 persons, and shall be known as the PCACC. A majority of members must be present for meetings and all matters not approved by a majority vote are denied.

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

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

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

5. Despite any provisions to the contrary in any Association rules and guidelines which might be hereafter made, so long as the Developer continues to own one lot in any present or future phase of the subdivision, the Developer has the right to appoint three members to the architectural control committee. This provision may not be amended so long as the Developer continues to own one lot herein, or later phases.

6. Authority to Grant Variances. The PCACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the PCACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the PCACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by PCACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

## VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the PCACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

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

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

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

## VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

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

(a) The cost of all insurance, operating, maintenance and repair expenses, expenses for services rendered and reserves as authorized and approved by the Association, for common areas.

(b) The cost of necessary management and administration,

(c) The cost of any security guard services, or other services rendered at the request of the Association.

(d) The cost of maintenance of the streets and roads within the subdivision, and the cost of maintaining, operating and insuring the recreational facility and any other Common areas including the greenspace and conservancy areas depicted upon the subdivision map. All common improvements constructed by Developer shall be deemed completed in a satisfactory and workmanlike manner in accordance with local standards when parish approval is given thereon, and Developer shall have no further responsibility or liability than to meet the Parish of St. Tammany standards.

(e) Contingencies for legal or other professional services necessary to assure and force compliance with the restrictions.

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

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

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

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

- i) Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
- ii) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
- iii) The Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
- iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and in compliance with these restrictions.

5. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, not to exceed 25% of the amount due, with a fifty one(51%) percent vote based on all members.



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

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

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

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

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

#### IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

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

#### X. NOTICE OF MEETINGS

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

#### XI. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the PCACC at the office of G.K. Ross, L.L.C., as listed with the Secretary of State, currently, 845 Galvez Street, Mandeville, La. 70448. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Associations president or secretary. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

2. Approval of Site Plan. The owner/builder shall also submit a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving, fences and culverts to scale, to the office of G.K. Ross, L.L.C. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Associations president or secretary.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than two thousand eight hundred (2,800) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than (1) story, there will not be less than one thousand four hundred (1,400) square feet of living area on the ground floor. Each residence will have in addition, at least a two car garage. Carports are prohibited.

#### 4. Building Location – Culverts – Elevations

(A) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described under the "Restrictive Covenants" in the top right hand corner of the plat, or as shown on the plat itself. Any and all greenbelts, servitudes, and the like as shown on the plat, are adopted and incorporated and construction of any nature which interferes with the servitude or greenbelt is prohibited. These yard requirements apply to both the primary living structure and accessory buildings. The architectural style, proportions and materials of the accessory building should match or be compatible with that of the primary structure, and plans and locations therefore must be submitted just as for the primary structure. PCACC may grant set back variances for accessory buildings or structures in its discretion.

(1) All driveways and aprons and off street parking areas must be finished with a top layer of concrete. Gravel may only be used as the surface layer during the construction of a home, but is not permitted after the home is completed. All driveways must have a culvert approved in size by the PCACC. Each driveway must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right in its discretion to designate an engineer to assure proper culvert size and elevation and a subcontractor to install the culvert to proper elevation at property owner's expense. IF the builder or owner does not properly install the culvert, he will be notified by the PCACC and failure to correct same within fifteen (15) days of notice will result in PCACC correcting same and the assessment of this cost to the lot owner and builder.

(2) The placement of driveways on lots must be approved by the PCACC to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.

No driveway shall be permitted to be built any closer to any property line than two (2') feet.

(3) 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 all other setback requirements. There can never be more than one dwelling on any one lot.

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

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

(6) The PCACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.

5. Fences. All fences must be approved prior to construction by the PCACC for both placement and materials. Except for Lot 39, no fence shall extend beyond the back corner of the house into the front yard area, it being the intention that only rear yards be fenced. Rear yard fences are further restricted on any corner lot, so that no rear yard fence shall extend beyond the side street setback line. A portion of the front yard of Lot 39 may be fenced, provided that the original construction and any later modifications must be approved in advance as to design, materials and location by the PCACC. In no event shall the front yard fence of Lot 39 be located any closer to the street than the side street setback lines of Lots 28 and 38. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any lot. No natural "fence" or "wall", consisting of any hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

## XII. GENERAL PROVISIONS.

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

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

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

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

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

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

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

WITNESSES:

G.K. ROSS, L.L.C.

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BY:

GARY M. INTRAVIA,

**FIRST AMENDMENT TO ACT CREATING DEED RESTRICTIONS AND COVENANTS FOR PENN'S CHAPEL PLACE TO ADD PHASE 2 TO THE EFFECTS THEREOF**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

BY: G.K. ROSS, L.L.C.

BE IT KNOWN, that on this 20<sup>th</sup> day of September, 2000.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

G.K. ROSS, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by GARY M. INTRAVIA and KELLY J. MCHUGH Members/Managers, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 54, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, being a parcel containing 9.401 acres of land, on which 15 residential lots have been developed known as PENN'S CHAPEL PLACE, PHASE 2, being specifically Lots 13-23 and 32-35 inclusive. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1852 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit PENN'S CHAPEL PLACE, PHASE 2, to the same Deed Restrictions and Covenants now of record for the original phase of the subdivision, which are recorded with the Clerk of Court, St. Tammany Parish, as Instrument No. 1167236, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in PENN'S CHAPEL PLACE, PHASE 2, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 1167236. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 20<sup>th</sup> day of September, 2000 Covington, Louisiana.

**SECOND AMENDMENT TO**

**STATE OF LOUISIANA**

**ACT CREATING**

**PARISH OF ST. TAMMANY**

**DEED RESTRICTIONS**

**AND COVENANTS FOR**

**PENN'S CHAPEL PLACE TO**

**ADD PHASE 3 TO THE EFFECTS**

**THEREOF AND IN OTHER**

**RESPECTS AS TO ALL PRESENT**

**AND FUTURE PHASES**

BY: PENN'S CHAPEL PLACE, L.L.C.

BE IT KNOWN, that on the 29<sup>th</sup> day of January, 2002.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

PENN'S CHAPEL PLACE, L.L.C., formerly G.K. ROSS, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by GARY M. INTRAVIA, Member/Manager, the mailing address of which is declared to be 845 Galvez Street, Mandeville, Louisiana 70448 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 54, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, being a parcel containing 15.031 acres of land, on which 15 residential lots have been developed, known as PENN'S CHAPEL PLACE, PHASE 3, being specifically Lots 40-54 inclusive. Said parcel is described in accordance with the subdivision plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated October 5, 2001, as thereafter revised, hereinafter referred to as the "plat". A full legal description of the parcel and the location of the said lots thereon, are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 2174 all of which is incorporated herein by reference.

AND THE DEVELOPER DECLARED, that in the Original Deed Restrictions and Covenants, filed for Phase 1 of this subdivision, Developer reserved the right to add additional property to the effects of the restrictions, and that Developer desires to submit PENN'S CHAPEL PLACE, PHASE 3, to the same Deed Restrictions and Covenants now of record for the original phase of the subdivision, which are recorded with the Clerk

of Court, St. Tammany Parish, as Instrument No. 1167236, in order to provide for the preservation of values in the subdivision.

NOW THEREFORE, the Developer hereby declares that all lots in PENN'S CHAPEL PLACE, PHASE 3, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as established in the original restrictions recorded at Instrument No. 1167236. These said Deed Restrictions and Covenants shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

AND NOW DEVELOPER, further declared that in accordance with the provisions of Section XII (12) of the Act Creating Restrictions and Covenants referenced hereinabove, Developer has the right so long as it owns at least one lot in the subdivision to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose and Developer certifies that it meets said ownership requirement.

AND WHO DECLARED, that Developer does hereby amend the provisions of Section III of the restrictions to apply to all current and future phases of the subdivision so as to add Sections 16, 17, 18 and 19 so that they shall hereafter read and provide as follows:

16. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the "builders landscaping package", and the front yard shall be fully sodded to the street.

17. With regard to the shaded areas shown along the rear portions of Lots 42-48 inclusive, said area is designated hereby as a greenspace and conservancy area by Developer as a result of the U.S. Army Corps of Engineers designation and requirement. No clearing, bushhogging, filling, planting or any other activity may be conducted or done within said area, and the area must be left in its natural state unless written permission and/or authorization is given in advance by the U.S. Army Corps of Engineers and a copy furnished to the architectural control committee.

18. Because the side boundary of Lot 40 and the rear boundaries of Lots 50-54 abut Penn's Chapel Road, it is anticipated that some or all lot owners will fence these property lines for privacy. The architectural control committee has the right to require that any and all such fences match as to placement, height, design and materials, so that a uniform look is maintained from Penn's Chapel Road.

19. No window air conditioning units are allowed to be utilized or installed in or on any house in the subdivision.

AND WHO DECLARED, that Section III, 6 of the Act Creating Deed Restrictions and Covenants, which deals with garbage and rubbish receptacles and their exposure and visibility is hereby amended in recognition of the fact that because the subdivision is outside any municipal corporate limits, garbage, rubbish and trash pickup service is not centrally furnished and consequently, the individual lot owners have had to contract with privately owned and run collection and disposal companies. This practice



has resulted in receptacles being on the subdivision streets on various days to accommodate the schedules of various contractors, and therefore receptacles and trash are seen along the streets and at the curbsides of the subdivision on most weekdays which is unsightly and detrimental to the aesthetics of the subdivision.

AND WHO DECLARED, that Developer does hereby and by these presents amend Section III, 6, which amendment is effective immediately with respect to all lots owned by Developer present, and with regard to lots already sold, with the next change of ownership, since Developer realizes it cannot, by this amendment, interfere with the contracts for trash collection and disposal now in force between current homeowners and independent contractors who have been employed to perform this service. To that end, Section III, 6 is amended such that it shall hereafter read as follows:

6. As this subdivision is outside all municipal corporate limits, Developer, and when activated, the Association, shall be and hereby is authorized to designate from time to time, one company which shall be in charge of all garbage, trash and rubbish collection and disposal with regard to all normal household garbage, trash and rubbish, and no property owner or tenant shall contract with or use any other company or employee for this service except the designated company. The only exception shall be property owners or tenants, as of the date of this amendment. This amendment shall, however, become binding upon all new owners who acquire property after the date this amendment is recorded. Until all lot owners are using the same servicer, the expense of the service shall not be considered a common expense and shall be billed only to the property owners being serviced, Developer or the Association is permitted but not obligated to enter into a master contract with the supplier if doing so refuses the cost, however at not time shall any unoccupied property or property sold prior to the date of this amendment which is as of this date being serviced by another contractor be charged for any pro-rata fee from the central servicer. Further no owner shall use any garbage, trash or rubbish receptacle except those in complete conformity with sanitary regulations and no owner shall leave such receptacles in an area where they are visible from the street except immediately prior to and after the scheduled pick up times. Nothing herein shall be construed to as either obligating the Developer or the Association or its chosen servicer/contractor to remove or prohibiting any owner or tenant from contracting with another company for the removal or extraordinary garbage, trash and rubbish generated other than in the course of normal and customary household operation. In particular the designated collection and disposal company is not responsible for the removal of items such as tree limbs, trees which have been cut, grass cuttings, leaves or other such organic outdoor waste, building materials or construction debris, discarded wall to wall carpeting, appliances, or large appliance boxes, mattresses and the like. The property owners shall at their own expense be responsible to remove same from their property promptly and are not permitted to place same where it can be seen from the street except immediately prior to its removal.

AND WHO DECLARED, that in all other respects, the restrictions remain as originally written and recorded, except as amended by separate acts heretofore or hereafter.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole for the purposes stated herein, this 29<sup>th</sup> day of January, 2002, Covington, Louisiana.

7/1/09 - This document is an electronic reproduction of the original document.  
All signatures and filing stamps are on record with the St. Tammany Parish Clerk of  
Court.