

**DEDICATION OF SERVITUDES, EASEMENTS
AND RESTRICTIVE COVENANTS
PINE CREEK ACRES SUBDIVISION**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

BY: PINE CREEK DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 20th day of July, 2007;

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

PERSONALLY CAME AND APPEARED:

PINE CREEK DEVELOPMENT, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by A. Wayne Buras and Shelby P. LaSalle, Jr., and its mailing address being P. O. Box 1810, Covington, Louisiana 70434, hereinafter sometimes referred to as "Developer",

WHEREAS, the Developer is the owner of certain lots in Pine Creek Subdivision fronting Perriloux Road, located in Section 42, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, more fully described herein; and

WHEREAS, the Lots described in Article I herein are a part of a residential community known as "**PINE CREEK ACRES SUBDIVISION**"; and

WHEREAS, the Developer desires to provide for the preservation of property values and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the survey of Krebs, LaSalle, LeMieux Consultants, Inc. recorded in Clerks Map File No. 4374C of the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the property described herein, and the subsequent Owners thereof; and

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

Article I

PROPERTY

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

PINE CREEK ACRES ST. TAMMANY PARISH

Those Certain Lots or Parcels of Land, situated in Pine Creek Estates located in Section 42, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, described according to a resubdivision of Lots 1, 2 & 6, Pine Creek Estates, Phase I into Lots 158, 159, 160, 161 and 162, all as per resubdivision plan and survey by Krebs, LaSalle, LeMieux Consultants, Inc. dated December 18, 2006, recorded in Clerk's Map File No. 4374C of the records of St. Tammany Parish, said Lots are more particularly described as follows:

Being **Lots 158, 159, 160, 161 and 162** of said **Pine Creek Estates** as more fully described in Clerks Map File No. 4374C of the records of St. Tammany Parish, La.

The above Lots are sometimes referred to herein as the "Property".

Article III DEFINITIONS

The following words, when used in this act, shall have the following meanings:

- 1) "Developer" shall mean and refer to (i) PINE CREEK DEVELOPMENT, L.L.C. or its successor entity who is assigned the rights of Pine Creek Development, L.L.C. as the Developer.
- 2) "Lot" shall mean one of the Lots described in Article I, herein.

- 3) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in The Property.
- 4) "Plat" shall mean and refer to the official subdivision plat or plats of property subject to these restrictive covenants including property added after the date of these covenants.
- 5) "The Property" shall mean and refer to all or any portion of the real property described in Article I, hereof.

Article III

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 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 residents of 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.

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 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.

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 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 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 St. Tammany Parish Council 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.

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 Developer.

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; 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.

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 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.

P) 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.

Q) Upon completion of a dwelling on any Lot, "the designated portion of the Lot" shall be sodded or seeded with a lawn grass material. "The designated portion of the Lot" to be sodded or seeded shall be from the front of the house for a distance of 100 feet in the direction of Perriloux Road. 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.

R) Fences may be erected and maintained in compliance 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. Fences shall not exceed seven (7') 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.

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

i) No dwelling shall be constructed on any Lot containing less than 2,100 square feet of heated and cooled area;

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

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

T) A fireplace or woodstove chimney pipe must be either brick, masonry material or wrapped with siding material to match or architecturally blend with the siding on the house.

U) 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.

V) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a minimum of 300 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.

W) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following minimum 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 and in accordance with the drainage plan for the subdivision approved by St. Tammany Parish. Drainage plans indicating the Lot drainage pattern must be obtained prior to the approval of plans and specifications for construction of a 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 St. Tammany Parish for the purposes of maintenance and preservation of the established drainage pattern, the drainage servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer 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, the subdivision drainage plan and St. Tammany Parish at the time he shall construct a residence on his Lot.

X) No boats, boat railways, hoists, or any similar type of device or equipment shall be installed, constructed or maintained upon any Lots except as may be located in an enclosed storage room, garage or outbuilding approved by the Architectural Control Committee.

Y) 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.

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

AA) The side and rear setback line restrictions established hereinabove shall apply to all types of buildings, structures, sheds, swimming pools, decks and other constructions and works on any Lot.

BB) All driveways shall have aprons constructed of concrete asphalt or limestone aggregate and must connect to the street fronting the Lot for a distance of twenty (20') feet into the Lot. All driveways shall be a minimum of twelve feet (12') in width and shall be constructed not closer than twenty feet (20') from the side property line.

CC) Except for water wells used exclusively for yard and landscape irrigation and not in conflict with utility or St. Tammany Parish regulations, no individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the subdivision for all potable water and sewerage uses.

DD) 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.

EE) Except as specifically provided herein, gym sets, climbing bars, tree houses and other elevated playground equipment shall not be located within twenty feet (20') of a property line and shall not exceed eight feet (8') in height.

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

Article IV ENFORCEMENT; VARIANCE

Section 1. 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 Party seeking enforcement to furnish a bond for any injunctive relief. In any successful action against an Owner to enforce the provisions of these restrictions, the party violating the restrictions shall pay all reasonable attorneys fees.

Section 2. Variances. The Developer is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article III, Section 1, all subsections.

ArticleV
AMENDMENTS

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 Developer, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots described in Article I has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots described in Article I and the Developer, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the Developer to sign an act of amendment or termination as aforesaid shall cease and terminate five (5) years from date hereof.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Lots in Pine Creek Estates . Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both: and the failure or forbearance by the Developer or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Developer or by any Owner of any Lot which becomes subject to the provisions hereof.

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

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Owner on the records of the St. Tammany Parish Assessor at the time of such mailing.

Section 4. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any provisions hereof, each of which shall remain in full force and effect.

Section 5. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

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

WITNESSES:

Claire M. Strain
Claire M. Strain

Rita K. LeBlanc
Rita K. LeBlanc

PINE CREEK DEVELOPMENT, L.L.C..

By: [Signature]
A. WAYNE BURAS, Member

By: [Signature]
SHELBY P. LaSALLE, JR., Member

Howard R. Fussell
Howard R. Fussell, NOTARY PUBLIC
LA. NOTARY BOND NO. 5862