

**SECOND AMENDMENT TO 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 15<sup>th</sup> day of June, 2011;

**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**",

St. Tammany Parish 20  
Instrmnt #: 1814819  
Registry #: 2071246 cbj  
06/16/2011 10:17:00 AM  
MB CB X MI UCC

**WHEREAS**, Developer imposed a Dedication of Servitudes, Easements and Restrictive Covenants for Pine Creek Acres Subdivision by instrument dated May 1, 2007, recorded as Conveyance Instrument No. 1621212 of the records of St. Tammany Parish, Louisiana, ("**Restrictive Covenants**");

**WHEREAS**, Developer executed and recorded the First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants Pine creek Acres Subdivision by Instrument dated January 9, 2009, and recorded as Instrument No. 1712116 of the records of St. Tammany Parish, Louisiana, ("**First Amendment**");

**WHEREAS**, Developer desires to amend the Restrictive Covenants under authority of Article X of the Restrictive Covenants as hereinafter set forth.

**NOW, THEREFORE**, the Developer, under authority of Article X of the Restrictive Covenants, does hereby amend the Restrictive Covenants in the following particulars:

1. By amending Article IX, **RESTRICTIONS FOR USE OF PROPERTY**, Section 1, Prohibited Uses and Nuisances, in its entirety to read as follows:

## Article IX

### RESTRICTIONS FOR USE OF PROPERTY

**Section 1.** Prohibited Uses and Nuisances. The following Restrictive Covenants shall affect and encumber the property, to-wit:

1. All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, home occupation business or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof except that the use of an area within the single family dwelling has a home professional office as defined in the St. Tammany Parish Unified Development code shall be allowed provided that such use does not exceed 400 square feet of floor area within the residence.
2. No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. The selling of household items, household goods, furniture, clothing, appliances, equipment, machinery, or other merchandise new or used or an individual engaging in a sales activity commonly known as a "garage sale" is strictly prohibited, except as provided herein.
3. 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 not more than two (2) dogs and not more than (2) cats and/or not more than five (5) caged birds kept within the confines of a cage, and in the case of dogs and cats kept within the structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association whose pet enters 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.
4. No burning of trash, plant material or other combustible matter 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.

5. 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, and boats on a trailer kept within an enclosed garage or behind a wooden fence not less than six (6) feet high above ground surface.

6. Trash and garbage containers shall not be permitted to remain on the street or 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.

7. 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 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.

8. 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.

9. Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon and except for trees located within twenty (20') feet from the house, 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 the 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 Owner's 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.

18. 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.

19. 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 water and sewerage uses.

20. Outdoor loudspeakers, 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.

**Section 2. Construction and Architectural Requirements.** The following requirements and guidelines for use and construction shall constitute affirmative covenants which are mandatory for all use and construction within the Property:

1. Upon completion of a dwelling on any Lot, "the designated portion of the Lot" (herein defined) shall be landscaped with flowering plants, bedding plants, planting and mulch materials as approved by the Architectural Control Committee. "The designated portion of the Lot" shall be the area immediately in the front of the house for the entire width of the house and for a depth of approximately three (3') feet, less and except any area occupied by a sidewalk, all as approved by the Architectural Control Committee.

2. Fences may be erected and maintained only after approval by the Architectural Control Committee as to location, design and materials, 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 a point which is 50% of the depth of the exterior side wall of the house and constructed on a line which is perpendicular to the side of the house, and such fence shall not exceed six (6') feet in height ("**Rear Yard Fence**"), except that there shall be allowed a front yard picket fence not higher than thirty-six (36") inches from existing ground level with the height, design, material and color approved by the Architectural Control Committee. Any front yard picket fence shall connect to the Rear Yard Fence, if a Rear Yard Fence is constructed. A front yard picket fence shall be located along the side property lines and shall run to and along the edge of the sidewalk fronting the lot, thence along the edge of the sidewalk fronting the lot to make an enclosure of fencing.

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

3. All dwellings constructed in the Subdivision shall comply with the following:

i) All dwellings constructed in Phase 1A (Lots 143 through Lot 147 inclusive; and Lots 151 through Lot 157 inclusive) of the Subdivision shall meet the following minimum requirements:

(a) No dwelling shall be constructed on any lot containing less than 2100 square feet of heated and cooled living area;

- (b) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9') feet; and
  - (c) 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.
- ii) All dwellings constructed on Lots 1 through 9 inclusive; and Lots 27 through 38 inclusive of Phase 1B and on Lots 49 through 67 inclusive, Phase 2A of the Subdivision shall meet the following minimum requirements:
- (a) No dwelling shall be constructed on any lot containing less than 1750 square feet of heated and cooled living area;
  - (b) No dwelling shall be constructed on any lot having less than 2300 square feet of floor area under beam (this includes porches, garages, and other floor areas under beam, whether or not heated/cooled);
  - (c) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9') feet; and
  - (d) 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.
- iii) All dwellings constructed on Lots 94 through 107, inclusive, shall meet the following minimum requirements:
- (a) No dwelling shall be constructed on any lot containing less than 1800 square feet of heated and cooled living area;
  - (b) No dwelling shall be constructed on any lot containing less than 2300 square feet of floor area under beam (this includes porches, garages, and other floor areas under beam, whether or not heated/cooled);
  - (c) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9') feet; and
  - (d) 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.
- iv) All dwellings constructed on Lots 68 through 93 and lots 108 through 142, inclusive, of Phase 2 (including all subphases of Phase 2 of the Subdivision) shall meet the following minimum requirements:

- (a) No dwelling shall be constructed on any lot containing less than 2100 square feet of heated and cooled living area;
- (b) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9') feet; and
- (c) 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.

4. 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.

5. Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a minimum of eighty (80') square feet and a maximum of two hundred (200') square feet under beam; (ii) comply with all setback requirements, and (iii) the building must be constructed of wood, vinyl, hardy wood or brick, all metal sheds and cement block sheds are prohibited.

6. 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, the Association and/or St. Tammany Parish for the purposes of maintenance and preservation of the established drainage pattern, the drainage servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance. There shall be no affirmative obligation of the Developer or the Association for maintenance of the Green space and Conservancy Area within a Lot as shown on the Plat.

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 Architectural Control Committee and St. Tammany Parish at the time he shall construct a residence on his Lot.

v) Prior to the deposit collected by the Architectural Control Committee in Article VIII, Section 4 herein being returned to the Owner of a Lot, the owner/builder shall certify and guarantee to the Developer and future Lot purchaser that the Lot has been graded to drain according to the master Subdivision drainage plan approved by St. Tammany Parish. The Owner and builder constructing the first residence on a Lot are obligated to comply with the requirements of this Section IX. The Owner of a Lot is obligated to maintain grading and swale obligations of this Section IX after construction. The Owners Association and Developer shall not guarantee or warrant compliance of this Section IX, however, the Owners Association reserves the right to enforce the provisions of this Section IX.

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

8. 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.

9. All driveways shall have aprons constructed of concrete and must connect the street fronting the Lot to the garage. All driveways shall be a minimum of ten feet (10') in width and shall be constructed not closer than five feet (5') from the side property line.

10. 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.

11. The design, make and brand of all mailboxes in the Subdivision shall be specified and approved by the Architectural Control Committee ("**Approved Mailbox**"). The cost of purchasing, installing, maintaining, repairing and replacing the Approved Mailbox shall be the expense of the homeowner. A contractor designated by the Architectural Control Committee shall be required to install, repair and replace the Approved Mailbox.

12. 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 and maintained at the elevation as set forth on the drainage plan for St. Tammany Parish, the culvert installed shall be concrete or galvanized coated in accordance with St. Tammany Parish regulation and shall be free of dents and defects to insure the proper flow of water as designed, and each culvert shall extend no less than three (3') feet beyond the hard surface of the driveway material over the culvert.

13. Upon construction of a residence on a lot the builder/owner shall construct a sidewalk generally parallel to the street fronting the lot (deviations are anticipated to maneuver around trees and street drainage ditches) according to a sidewalk plan approved by the Architectural Control Committee and in accordance with the following specifications:

i) Sidewalks shall be located generally within the street right-of-way and onto a portion of lots as necessary to maneuver around trees and street drainage ditches and shall



align with the sidewalk constructed on the adjoining lots according to a sidewalk plan approved by the Architectural Control Committee;

ii) Sidewalks shall be between forty-two (42") and forty-eight (48") inches wide and not less than three and one-half (3 ½") inches thick constructed of 2500 PSI concrete or better (no coloring added) with fiber mesh or reinforced steel wire according to good building practices; and

iii) Expansion joint material three fourths (¾") inch thick, shall be provided where the new construction abuts an existing structure, sidewalk or driveway. Similar expansion material shall be placed around all obstructions protruding through the sidewalk. The expansion joint material shall be placed vertically and shall extend the full depth of the concrete. Maximum spacing of expansion joints shall be forty (40') feet. Weakened plane joints shall be spaced at five (5') feet on center. Normal dimensions of the weakened plane joints shall be one fourth (¼") inch wide and three fourths (¾") inch deep. All joints shall be construction perpendicular (90 degrees) to the centerline of walk and shall match any previously placed concrete joints.

iv) A servitude is hereby created upon the front ten (10') feet of each Lot in the subdivision for the location of sidewalks, as necessary to maneuver around trees and street drainage ditches. The servitude shall be a predial servitude and real right binding upon all Lot owners, their successors and assigns. The Association shall be responsible for all sidewalk repair, reconstruction and maintenance.

v) Except as to losses and damages to persons and property covered by insurance, the Association shall hold a Lot owner harmless, and agrees to indemnify a Lot owner for all claims, losses and damages which a Lot owner may incur arising from injury to persons or property of a third party while using the sidewalks located upon his subdivision lot.

14. The finished floor of a raised house shall not be elevated higher than forty-two (42") inches above the ground surface beneath and adjacent to and immediately adjacent to the residence. Raised houses must have a lattice skirting, brick or masonry skirting or other suitable material or landscaping around the entire raised portion of the house in order to prevent a see-through appearance. East raised house shall provide not less than eighteen (18") inch clearance not more than forty-two (42") inch clearance for a crawl space under the floor joists, such elevations with reference to the existing or modified grade of the lot. Raised houses 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.

15. A fireplace or woodstove/gas fired chimney pipe ("**Fireplace Enclosure**") must comply with the following:

i) If the Fireplace Enclosure is visible by a person measuring six (6') feet tall and standing in the front street, then such Fireplace Enclosure must be wrapped in a

brick, masonry material or siding material, and any siding material must match or architecturally blend with the siding of the house; or

ii) If the Fireplace Enclosure is not visible by a six (6') foot tall person standing in the center of the street fronting the house, then the Fireplace Enclosure may remain unwrapped subject to the approval of the Architectural Control Committee.

iii) Roofing shingles must be architectural dimensional shingles with at least a twenty-five year manufactures warranty. Full metal roofs are prohibited in the Subdivision except for metal roof accents such as door canopies, awnings and overhangs.

### **Section 3. Specific Architectural Requirements**

Each main residential dwelling constructed on any Lot located in the Subdivision, except for Lots in Phase 1A of the Subdivision, shall comply with the following minimal architectural requirements, subject to review of the Architectural Control Committee under Article VIII herein, to-wit:

1. Traditional French Country architecture shall not be allowed. The main residential structure on each lot shall adapt to any one of the following architectural styles, to-wit:

- i) Creole;
- ii) Cottage;
- iii) Mediterranean;
- iv) West Indies;
- v) Acadian; and
- vi) Traditional Uptown New Orleans

2. Exterior walls of all structures shall be hardie board, stucco, or brick or any combination of these materials. Vinyl siding shall not be allowed; however, vinyl soffits and porch ceilings are allowed. Fascia board shall be painted wood, hardie board, or prefinished aluminum.

3. Main roof pitch shall be either 8-on-12, 10-on-12 or 12-on-12. Pitches as low as 4-on-12 shall be allowed on shed roof extensions or the rear of the house.

4. Garages located in the front of the house shall be side load garages. Front load garages shall only be allowed when there is a detached garage, where the lot is of such a shape that a side load garage is impractical and/or impossible, or when the garage is located to the rear of the halfway point of the side wall of the house or in the rear yard of the house.

5. Garage doors shall have decorative straps and handles so as to give the appearance of a carriage type door.

6. All windows which are visible from the street shall be made of wood, vinyl, or aluminum with a full 4 9/16" jamb.

7. All main residential dwellings shall have a front porch or courtyard that spans a minimum of 25% of the width of the house. A small covered entrance common to French Country is not allowed.

8. Porch railings shall be made of wood, composite, vinyl, or aluminum.

9. All houses shall have at least one of the following on the front porch or front of the house at the front door: (i) an up-light, (ii) gas lantern, or (iii) carriage light.

Except as amended, the original restrictions as amended shall remain the same.


The undersigned request that a notation in this amendment be made in the margin of the records at Instrument No. 1621212 and Instrument No. 1712116 of the records of St. Tammany Parish to serve as the occasion may require.

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

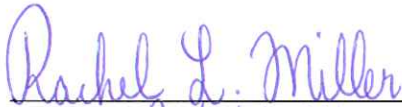
**THUS DONE AND PASSED** in Covington, St. Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

**WITNESSES:**

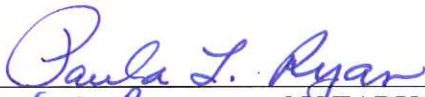
**PINE CREEK DEVELOPMENT, L.L.C.**

  
\_\_\_\_\_  
PRINT NAME: Courtney Thompson

By:   
\_\_\_\_\_  
A. WAYNE BURAS, Member

  
\_\_\_\_\_  
PRINT NAME: Rachel L. Miller

By:   
\_\_\_\_\_  
SHELBY P. LaSALLE, JR., Member

  
\_\_\_\_\_  
Paula L. Ryan, NOTARY PUBLIC  
LA. NOTARY BOND NO. 62884