

ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA

PARISH OF St. Tam

BY: ONE CONSORT INTERNATIONAL, L.L.C.

FOR: LAKE RAMSEY PHASE 4A AND
PROPERTY DESCRIBED IN INST
COB 1558532 COB

BE IT KNOWN, that on this April day of 2013.

BEFORE ME, the undersigned, Notary Public, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

ONE CONSORT INTERNATIONAL, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in Jefferson, Louisiana, herein represented by JOHN M. MAMOULIDES, Member/Manager, duly authorized to appear and act herein, the mailing address of which is declared to be P. O. Box 6831, Metairie, Louisiana 70009 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that Developer is the record owner of a portion of ground located in Section 10, Township 6 South, Range 10 East, St. Tammany Parish Louisiana, being a parcel containing 23.31 acres of land, on which 42 residential lots have been developed, known as LAKE RAMSEY PHASE 4A. Said lots are described in accordance with the plat and survey prepared by John G. Cummings & Associates, Professional Land Surveyors dated October 13, 2011, as thereafter revised November 18, 2011, 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

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authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 5145, all of which is incorporated hereby by reference. Developer is also the owner of additional land which is designated for development of future phases of Lake Ramsey subdivision which property is described in the First Amendment and Modification of Agreement between Developer and Homeowners Association of Lake Ramsey, Inc. (sometimes referred to as ("HALRI") which is all located in Sections 10, 11 and 14, Township 6 South, Range 10 East, St. Tammany Parish, LA. Said Agreement was recorded with the Clerk of Court, St. Tammany Parish on July 14, 2006 as COB Instrument No. 1558532. The legal description of the first parcel described therein omits the township number, which is Township 6 South. Developer declares that ~~all of said~~ ^{only the} property described in said agreement (which includes Phase 4A) is submitted to the effects of these restrictions. ~~All~~ ^{the} said property described is collectively referred to as the Property.

AND WHICH DEVELOPER DECLARED, that it desires to submit all lots within Lake Ramsey Phase 4A as shown on the referenced subdivision plat ~~and all property described in the Agreement recorded with the Clerk of Court, St. Tammany Parish as COB 1558532~~ ^{enumerated} 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 Lake Ramsey Phase 4A, ~~and those developed on the additional land described in the above referenced agreement,~~ 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.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS

FOR LAKE RAMSEY PHASE 4A

AND ALL PROPERTY DESCRIBED IN COB INSTRUMENT NO. 1558532

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to the Architectural Control Committee (ACC) of the Association. It is specifically understood and stipulated that the ACC is an advisory committee appointed by and reporting to the Directors and the ACC has no approval authority. Approval of any and all matters submitted to the ACC is vested solely and exclusively in the Board of Directors ("BOD").

2. Developer - Shall mean One Consort International, L.L.C., its successors or assigns.

3. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership in Lake Ramsey, as shown on the recorded plat, and any other lots in future phases of the subdivision particularly all lots developed on property identified in the agreement between Developer and Homeowners Association of Lake Ramsey, Inc. (HALRI or ASSOCIATION) recorded with the Clerk of Court, St. Tammany Parish as COB Instrument No. 1558532. Developer specifically adds future phases to be developed on said property to these restrictions.

4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the Association from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction and also rules pertaining to the use, maintenance and occupancy of lots and common areas and other services within the subdivision. Rules and Regulations concerning the use of Lake Ramsey may limit the size of boats and the horsepower of engines by way of example but not exclusively.

5. Association or "HALRI" - Shall mean and refer to Homeowners Association of Lake Ramsey, Inc. a non-profit corporation composed entirely by all of the property owners of lots in prior phases, the phase herein described, and future phases as developed.

6. Directors - Shall be the Members of the Board of Directors ("BOD") who administer and run the Association, as set

4A, for number 5745

out in the Articles of Incorporation. Directors are vested with broad authority and broad control and discretion in administering the Association and enforcing these restrictions as they are elected by the membership to perform these functions. They are vested with authority to adopt and promulgate Rules and Regulations to assure the letter and spirit of these restrictions are complied with.

7. Owner - Shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot or unit within Lake Ramsey Subdivision. Each Owner shall be and is automatically a member of the Association.

II. USE OF PROPERTY

1. The lots in the subdivision were approved for single-family residential home 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, and excludes home occupations, commercial or professional uses, group quarters, duplexes and multi-family residences, profit or non-profit service organizations, clubs, lodges, churches and/or private or charitable enterprises by way of example but not exclusively. Non-residential use of any unit, lot or property in Lake Ramsey Subdivision is strictly prohibited. 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 hereinbelow and any Rules and Regulations adopted by the Directors, 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 two (2) household pets such as dogs, cats, and pet birds, by way of example which may be kept thereon 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 the ACC.

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 vacant or empty lot or in the street adjoining any lot in the subdivision. Boats shall be kept beside the house no

closer to the street than the front of the house or in the rear yard. 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 BOD 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. Clearing Trees - Except for those trees that are located within five (5.0') feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter at three (3) feet above the ground shall be removed without written approval of the ACC. 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 necessary are advisable by ACC. 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 in the front yard (closer to the street than the front of the house) except immediately prior to and after scheduled garbage pick up times.

As this subdivision is outside all municipal corporate limits, the Association 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 Association is permitted but not obligated to enter into a master contract with the collection and disposal company if doing so reduces the cost, however at no time shall any unoccupied property be charged for any pro-rata fee. Nothing herein shall be construed as either obligating the Developer or the Association or its chosen servicer/contractor to remove or prohibiting any owner, builder or tenant from contracting with another company for the removal of 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.

7. No outbuilding or garages 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 the company designated by the Louisiana Public Service Commission which will enter a contract with developer.

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, including placement of fill or grading of any lot unless required to implement the Parish approved drainage plan, shall be made on the property, and then can be made only after prior approval of the BOD. Such changes shall in no manner adversely affect any neighboring property, alter the natural drainage plan. Section IV further addresses natural drainage and prohibits alteration of natural drainage servitudes.

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

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 prior approval of the ACC. Sections VI. and XI. hereinafter contain more detailed restrictions and requirements in this regard.

15. No vehicles, boats, trailers, motorcycles or any other such vehicles or storage units shall be allowed to park on any street overnight. Such vehicles or storage units can be towed at owner's risk and expense.

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 "builder's landscaping package". No fill material shall be added to the front yard area except under the driveway and within 5 feet of the foundation of the house. No fill can be placed within the rear yard of any lot which abuts Lake Ramsey any closer to Lake Ramsey than the reference irons set as located on the official subdivision plat.

17. No window air conditioning units are allowed to be utilized or installed in or on any house, garage or outbuilding in the subdivision.

18. All utility lines serving a residence shall run underground to the extent reasonable and be located under or within 5" of the driveway in order to protect trees and natural vegetation on the remainder of the lot.

19. All hunting and discharge of BB guns, pellet guns, air powered rifles and firearms, and the operation of motorbikes, motorcycles, 2-wheel, 3-wheel and 4-wheel motorized recreation vehicles upon The Property is strictly prohibited. This does not preclude the use of street legal motorcycles on subdivision streets used for purposes of ingress and egress.

✓ 20. Swimming pools, and pool decks shall be located on the rear portion of the Lot and shall not be visible from any street within the Subdivision. Swimming pools, patios and decks shall be constructed in the ground and shall be at normal ground level. A fence of a design approved by the BOD that complies with the ordinances and/or requirements of the appropriate governmental authority shall completely enclose any swimming pool.

✓ 21. All 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. The finished first floor elevation shall not exceed thirty inches (30") from existing grade.

N/A
22. Developer acknowledges and agrees that a "construction access and emergency road" will be used as the sole and only access for construction of every nature in Phase 4A and future phase of Lake Ramsey. This road is to be the sole and only access for any heavy trucks or similar vehicles except automobiles and personal trucks and personal SUV's. Developer shall prohibit any contractors from using any existing roads in any existing phases of Lake Ramsey for any construction purpose associated with the development of Phase 4A or any future phases or construction of houses or other improvements. The lot owners may use the said road as an emergency access and exit in the event of catastrophes which preclude the use of roads within the subdivision.

N/A
Developer acknowledges that all obligations pertaining to said "construction and emergency access road" established in the First Amendment and Modification Agreement recorded June 14, 2006 as COB Instrument No. 1558532 are incorporated herein by reference and remain binding and enforceable by the Association as an additional restrictive covenant hereunder. The Association may enforce the limited access restriction if Developer fails to do so, and in that case Developer shall be charged with all cost and expense so incurred by the Association.

IV. SERVITUDES AND EASEMENTS OVER LOTS

Developer does hereby establish a servitude in favor of the Association over and across any portion of Lake Ramsey which has been included within any Lot as identified and depicted by the placement of reference irons which mark the said lake, on the subdivision plat of John Cummings & Associates in Phase 4A except Lots 149 and 150. Excepting these lots, on which fill and bulkheading are permitted up to the established lot lines, placement of fill is specifically prohibited in the servitude area. Penalties for violation of the restriction are set out in Section VI(5) hereinafter.

✓ 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. Additionally, there is herein and hereby established a drainage servitude ten (10') feet wide along the interior side and rear boundary lines of each lot, and through natural drainage servitude areas identified by the project engineer, whether or not depicted upon the recorded subdivision plat, for the purpose of installing either surface swales or subsurface drainage by or at the expense of owner, as determined necessary by Developer or by ACC from time to time, to facilitate the Parish approved drainage plan for the subdivision lots and subdivision as a whole.

✓ As to natural drainage, servitudes which exist by operation of law, the opinion of Cooper Engineering, project engineer, or such other engineer as the Association shall designate, is stipulated to be controlling as to the existence of natural drainage servitudes, and the Developer and Association are granted access and license to enter any lot and perform such work as necessary in order to assure that the natural drainage is maintained, and if altered by the property owner or his contractor or employee, to require the owner to remedy the violation and should owner not do so, to enter the property to remedy the violation and assess the cost of restoring or rerouting, if necessary, the natural drainage pattern to that property owner. This method of establishing and maintaining the natural drainage servitude is confirmed and established in recognition of the fact that the natural topography of certain lots may not allow all parts of all lots to follow the parish preferred drainage plan, from the back of a lot to the street.

V. MEMBERSHIP IN HOMEOWNERS ASSOCIATION OF LAKE RAMSEY, INC.

N/A Any owner in this subdivision takes note and acknowledges by acquiring a lot herein that there has been established a property owners association incorporated as a non-profit corporation, known as Homeowners Association of Lake Ramsey, Inc. the membership of which is comprised of all current and future owners of property located in Lake Ramsey Subdivision. It is noted that Developer, in the agreement recorded with the Clerk of Court, St. Tammany Parish as COB Instrument No. 1558532, is obligated to restrict all property described therein, to these deed restrictions and covenants and has done so by this act. Owners of lots in future phases will become members of this same Association.

One membership, carrying with it the privilege of one vote, is assigned for each lot in the subdivision. A person owning one or more lots shall be entitled to a vote for each lot owned. In no event shall any singular lot have more than one vote. The right of each lot to cast one vote may not be varied or diluted thereafter.

Common property either already does or will include, all streets in the subdivision, all gating of streets, entranceways, the Retention/Detention Area, as designated on the various plats within the subdivision, Lake Ramsey and any additional common property which may be designated in later phase(s) of the subdivision.

The Association, acting through the Board of Directors is authorized to take all necessary and prudent actions in order to implement and enforce Rules and Regulations for the use of the common areas for the benefit of all owners.

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 submission to the Architectural Committee (ACC). The ACC shall make recommendations to and advise the BOD. Approvals can only be given by the BOD. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, (the exterior of structures only), bulkheading, boat docks, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, all outdoor lighting, television antennas, (which are allowed outdoors only if required to be permitted by the

regulations of the Federal Communications Commission) storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition or modification to the exterior of any present structure shall be considered a structure and shall require architectural approval. In the event these restrictions are subsequently adopted by the owners of prior phases of Lake Ramsey, any existing structures as of the date of the adoption, are deemed approved and "grandfathered" in. In addition to any 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 BOD 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.

2. Commencement and period of construction. Unless the BOD has adopted different timelines, construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the BOD, unless it grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work, unless extended by the Parish authorities. 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 ACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the ACC. Any change in plans and specifications during construction from those originally submitted and approved by the BOD shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the ACC and BOD 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 ACC or BOD, or any of its members 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 ACC, 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 BOD.

5. As Developer has agreed to and is obligated to transfer Lake Ramsey to the Association in accordance with the agreement recorded as COB Instrument No. 1558532, and as the Developer has included portions of the said Lake within lots within Phase 4A, making it impossible to convey all of said lake to the Association, the Developer has in Section IV herein established a servitude over any lots which include a portion of the lake as shown on the subdivision plat of John G. Cummings & Associates evidenced by the rear reference irons. The placement of fill is strictly prohibited in any portion of the servitude area. Bulkheading is prohibited on all lots except Lots 149 and 150 but only to the extent of the lot line. Any lot owner who violates this restriction will be liable for liquidated damages of One Hundred and NO/100 (\$100.00) Dollars per square foot of the area filled, and in addition will be obligated to remove the fill at

his cost. If the fill is not removed within 30 days of the written notice by the Association, the liquidated damages are deemed to be assessed for each month the violation remains. This is in addition to any other remedy available to the Association and any other penalty, fine or cost set out hereinafter for violating these restrictions.

6. Authority to Grant Variances. The BOD 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 BOD may consider the recommendation of the ACC but is not obligated to adhere to that recommendation. The grant of a variance should be based upon the BOD'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 shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions. 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 ACC 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 during which owner is guilty of an infraction of any of the published rules and regulations of the Association or these restrictions.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Liability for Assessments. 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, "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 to maintain the common

areas and enforce these restrictions and Rules and Regulations and to provide any services it is charged with or deems prudent to provide in its discretion, and for contingencies.

2. Determination of Regular Assessments. The Association (acting through the Board of Directors) by vote shall determine the amount of assessment annually. The annual assessment 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 so shall not nullify the assessment, same still being due and owing, but shall mean that 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.

3. Special Assessments. The Association has the authority through its Board of Directors to make assessments for damages caused by catastrophic events such as tornadoes or hurricanes. In addition to the annual assessments, or special assessments for damages caused by catastrophic events such as tornadoes or hurricanes, the Association shall have the right to levy special assessments deemed necessary and appropriate, (for example for road resurfacing) approved 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. Assessments Resulting From The Failure to Comply With Restrictions or Rules and Regulations. 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 or Rules and Regulations adopted by the Association in any manner, then the Association shall have the right to file suit to enforce compliance with the restrictions and/or, enter upon the property in order to take such corrective actions as will correct the violation.

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 ninety (90) days after it is due shall be delinquent and shall bear interest at the rate set by the Association, and may also subject the member to pay such other penalty or late charge as the Association may fix, from time to time as determined by the Association acting through the Board of Directors. All voting rights and all rights to use all common amenities (except access streets) are suspended as to said owners until the amounts due are paid.

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. Likewise, liability for violations shall be an obligation which follows the lot. One who purchases a lot without verifying with the Association that dues are current and the property is not in violation of these restrictions becomes solidarily liable with the prior offending owner. In the event of non-payment of an assessment within ninety (90) 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. In the discretion of the Association, rather than pursue violations of restrictions or the non-payment of dues/assessments through the courts, the Association may elect to commence arbitration to resolve said claims and every owner agrees to submit to said arbitration and be bound by the results thereof.

7. 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.

8. 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 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 specifically addressed herein, or in the Articles of Incorporation or the By-Laws of the Association, the vote required for any action of the Association which is required to be voted on by the members, shall be approved by a vote of 51% of the members.

It is specifically stipulated that the Association's Board of Directors is empowered with broad authority to run the Association and broad discretion to adopt, establish and promulgate Rules and Regulations to assure the enforcement of and compliance with the letter, spirit, intents and purposes of these restrictions.

X. NOTICE OF MEETINGS

Notice of Association meetings shall be made as provided in the Articles of Incorporation and By Laws.

XI. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit all construction plans to the ACC. The ACC has adopted procedures

and time lines for the submission of plans and plan approval or rejection. As previously stated the ACC is an advisory committee only. The BOD has sole and exclusive authority to approve or reject.

2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, slab elevation, setback lines, driveway location, any other paving and fences to scale, to the ACC for review with the BOD having the sole and exclusive authority to approve or reject.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than one thousand eight hundred (1800) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than one (1) story, there will not be less than one thousand eight hundred (1800) square feet of living area on the ground floor. Each residence will have in addition, at least a two car garage which cannot be converted to living area.

4. Building Location - Elevations

(A) The minimum front, rear and side yard requirements ("setbacks") which shall apply to all lots in the subdivision, are those described and shown on number 3 under Restrictive Covenants, on the Phase 4A plat. However, lots which abut on Lake Ramsey (except lots 149 and 150) have a rear set back which is the greater of that shown on the plat or the location of the reference irons on the plat within the lots set at the edge of the lake. As to future phases the same setbacks shall apply. Construction of any nature which interferes with any servitude in favor of the Association over any portion of Lake Ramsey sold as a part of any lot evidenced by the location of the reference irons is prohibited (except Lots 149 and 150). These yard requirements apply to both the primary living structure and accessory buildings. Should earlier phases of Lake Ramsey adopt these restrictions the setbacks shall be as shown on the plats which establish said phases. Later phases shall have the same setbacks as Phase 4A. 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. The ACC may recommend and the BOD 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 (at a minimum) a top layer of concrete. Lesser materials may only be used as the surface layer during the construction of a home, but are not permitted after the home is completed.

(2) The placement of driveways on lots must be presented to the ACC but can only be approved by the BOD 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 side property line than two (2') feet. Driveways on the depth or larger lot dimension on corner lots shall not be located any closer than sixty (60') feet and those on the shorter lot dimension shall not be located

any closer than thirty five (35') feet from the corner of said property closest to the intersection from the corner of the property where the said street rights-of-way intersect. Side loading garages must be set back such that the garage door is a minimum of thirty two (32') feet from the side property line.

(3) Unless a resubdivision to combine two lots into one lot is required by Parish rules or ordinances, which resubdivision shall be at owner's expense, 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. If the parish requires the lots to be combined prior to construction, the lots shall always be considered as two lots for purposes of dues, assessments and voting rights by the Association.

(4) Construction of any nature, except fences deemed by the BOD 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, but must be at least 1.5 feet above the centerline of the street it faces.

(6) All piers on raised houses must be faced with a material which is compatible with the building materials of the residence, and lattice or other approval materials must be used to close/skirt in the open area between the piers.

5. Fences. All fences must be approved prior to construction by the BOD for both placement and materials. No fence shall extend beyond the front elevation of the house. Front yard fencing is prohibited. 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 fence, wall, 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. No fences or "living fences" of bamboo, shrubs or the like are permitted beyond the reference irons set and shown on the subdivision plat at the rear of lots adjacent to Lake Ramsey.

XII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect in perpetuity.

2. Amendments. Any provisions contained in this act may be amended even if the amendment is more restrictive or burdensome,

by the recordation of a written instrument specifying the amendment, executed by the owners of fifty one (51%) percent of the lots of record in the entire subdivision as of the date of the instrument(s). Any person or entity purchasing a lot in this subdivision specifically and contractually consents to these amendment provisions 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 amendments 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 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.

XIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. Limitation of Liability. Neither the Association nor the Directors shall be liable in connection with any services provided or required of the Association or paid for out of its common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of Lake Ramsey, the Common Areas or any community facilities or resulting from any wire, pipe drain, conduit or the like. Neither the Association or the Directors shall be liable to any Owner or guest for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the Common Areas or community facilities or from any action taken by the Association or its Directors to comply with any law or ordinance or with the order or direction of any state, parish, municipal or governmental authority.

2. Indemnification. Each Director of the Association shall be indemnified by the Association against all liabilities and expense, including legal counsel fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of settlement, the indemnification provided for herein shall apply

only when the Directors approve such settlement and reimbursement as being for the Association's best interest. The above described rights of indemnification shall not be exclusive of all other rights to which such Directors may be entitled, but shall be in addition to such other rights.

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

WITNESSES:

ONE CONSORT INTERNATIONAL,
L.L.C.

BY:

JOHN M. MAMOULIDES
MEMBER/MANAGER

NOTARY PUBLIC

PRINT NAME:

NOTARY ID OR LA BAR#

RESTRICTIONS & COVENANTS LAKE RANSEY