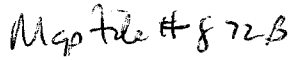




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502267

ACT ESTABLISHING COVENANTS,  
CONDITIONS AND RESTRICTIONS

UNITED STATES OF AMERICA  
STATE OF LOUISIANA

BY

PARISH OF ST. TAMMANY

INTREPID, INC.

BE IT KNOWN, That on this 19th day of January, in the year of  
Our Lord, one thousand nine hundred and eighty-three,

BEFORE ME, *Donald N. Kearns*, a Notary Public  
duly commissioned and qualified in and for the Parish of  
and in the presence of the witnesses hereinafter named and undersigned,  
personally came and appeared:

INTREPID, INC., a corporation organized and existing under the  
laws of the State of Louisiana, domiciled and having its principal  
place of business in the Parish of St. Tammany, herein appearing  
through and represented by Tom Lattie, its President and Gary Lattie,  
its Secretary, by virtue of a resolution of its Board of Directors,  
a certified copy of which is annexed hereto and made a part hereof

WHICH SAID APPEARER DECLARED unto me, Notary, that it is the  
owner of the following described property, to-wit:

LOTS 1 through 93 of Lake Ramsey Development,  
located in Sections 14 and 15, Township 6,  
South, Range 10 East, St. Tammany Parish,  
Louisiana, all as more particularly described  
in "Exhibit A" annexed hereto and made a  
part hereof.

APPEARER further declared that the above shall form a part of  
and shall be known and designated as "Lake Ramsey Development" and  
that in order to provide for preservation of values and amenities in  
this development and for the maintenance of certain roadways, lakes,  
open spaces and other common areas to be developed within it, the  
restrictions, conditions, covenants, easements, and servitudes here-  
inafter set forth shall, from the time of the execution of this  
instrument, affect, bear against and encumber, as a blanket encumbrance,  
and with the intent to bind all persons, firms, corporations, their  
respective heirs, administrators, executors, successors or assigns,  
in whom title to any portion thereof shall be vested, all of the land



above described, and shall be binding on all appearer's vendees and/or transferees, their respective heirs, administrators, executors, successors or assigns, and any subsequent sales or transfers of any of the said property shall be subject thereto, although not set forth herein.

For the purpose of preserving the values and amenities of the development, the Lake Ramsey Homeowner's Association, a non-profit corporation under the laws of the State of Louisiana has been formed, to which will be delegated the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within the Lake Ramsey Development, administering and enforcing the covenants, conditions, and restrictions contained herein and imposing the associated charges and assessments in payment therefor.

All streets and easements specifically shown or described on the plat are hereby expressly dedicated as common areas for their usual and intended purposes.

#### ARTICLE I

##### Definitions

SECTION 1. "Association shall mean and refer to the Lake Ramsey owner's Association, a Louisiana nonprofit corporation, and its successors or assigns. Each owner of property within the "Development" shall be a member of the "Association."

SECTION 2. "Common Areas" shall mean and refer to all real property and related improvements now or hereafter acquired or otherwise available to the "Association" for the use and benefit of its members. As of the date of execution of this declaration, the only "Common Areas" are the roads and easements shown on the plat presented as "Exhibit."

SECTION 3. "Developer" shall mean and refer to Intrepid, Inc., or any legal entity which succeeds it.

SECTION 4. "Development" shall mean and refer to that certain real property hereinbefore described, and as shown on the officially

recorded plat thereof, along with such additions thereto as may hereafter be brought within the jurisdiction of the "Association."

SECTION 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set out or such further restrictions as may be imposed by any applicable zoning ordinance. PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of Eighty (80') feet in width at the front building line as shown on the plat.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit which is a part of the "Development," including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each "Owner" shall be a member of the "Association."

SECTION 7. "Unit" shall include any and all individually owned patio home, townhouse, condominium or apartment and shall include without limitation condominium units or apartments as the terms are defined in La. R.S. 9:1121, et. seq., (the Horizontal Property Act) or any amendments or revisions thereof effective subsequent to the date of recordation of this Master Declaration.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility

situated upon the Common Areas by the members of the Association and their guests; and

(b) the rights of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and

(c) the rights of the Association to dedicate or transfer all or any part of the Common Areas to any public Agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedications or transfer has been recorded; and

(d) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of acquiring and improving Common Areas and related facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures; and

(f) the right of the Association to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Common Areas.

SECTION 2. Delegation of Use, any Owner may delegate, in accordance with the Association By-Laws, his right to enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above described Subdivision, subject to the same covenants, conditions, and restrictions, without the assent of the Class A members of the Association, if any. However, no rights to the beneficial use of



of Common Areas nor services of the Association shall be granted or extended to any other property unless and until it is annexed to the real estate described in "Exhibit A" as hereinafter provided.

Any annexations made pursuant to this article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which Supplementary Declaration shall extend the covenants, conditions and restrictions contained herein to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications as may be necessary to reflect the different character or use, if any, of such annexed property. Provided however, that in no instance shall any such addition or modifications be substantially inconsistent with the provisions of this Master Declaration nor shall they represent a lower standard for such development than required by St. Tammany Parish.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot or unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or unit which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of lots or units with the exception of the Developer and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit, all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

Class B. The Class B member(s) shall be the Developer which shall be entitled to three (3) votes for each lot or unit owned.

The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier;

(a) when the total potential votes in Class A membership reaches 1,500, or

(b) upon voluntary surrender of said Class B memberships by the Developer, or

(c) upon the lapse and/or surrender of all the Class B memberships, as provided for in this Article.

The Developer shall continue to be a Class A member of the Association as to each and every lot or unit in which it holds an interest otherwise required for such Class A membership.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide services and to promote the recreation, health, and welfare of the residents in the

Development. An adequate reserve for replacements of facilities and equipment shall be established and funded from the annual assessment. The funds of this reserve shall be deposited separately in an account insured by the United States Government. It may be used only for the replacement and maintenance of improvements to the Common Areas or major repairs thereto warranted by their deterioration or through destruction from any cause.

The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

- (a) the cost of all operating expenses of the Common Areas and facilities and services furnished;
- (b) the cost of necessary management and administration;
- (c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;
- (d) the cost of adequate fire and extended liability insurance on all Common Areas and facilities and any other insurance the Association may effect;
- (e) the cost of maintaining, replacing, repairing and landscaping the Common Areas and facilities as the Association's Board of Directors determine to be necessary and proper; and
- (f) the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per lot or unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased by an amount greater than 10 percent by the vote or written assent of 51 percent of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51 percent of each class of members.

SECTION 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members at their last known address as shown on the Association's records, not less than 10 days nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51 percent of each class of members; members, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and units and may be collected on a monthly or yearly basis as determined by the Association's Board of Directors.

SECTION 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots or units on the first day of the month following the initial conveyance of the Common Areas. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner, at his last known address as shown on the Association's records, subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or unit have been paid.

SECTION 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or unit.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or unit shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or unit from lien thereof.

SECTION 10. Limitation of Liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by 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 the Common Areas and community facilities or from any wire, pipe drain, conduit or the like. Neither the Association nor the Developer shall be liable to any member 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 of repairs or improvements to the Common Areas or community facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any state, parish, municipal or governmental authority.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, and the appropriate building permit obtained from the Parish of St. Tammany, and after a one (1) year period following the last act of sale from the developer, by the Association. The Developer or the Association may designate a representative or establish an architectural control committee to act for it. In the event said Developer, or the Association or its assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### PROTECTIVE COVENANTS

All lots shown on the plat of Lake Ramsey Development, Lakeshore Section, (Exhibit "A") bearing numerical designation shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein



designated as residential lots other than one residential unit constructed for the purpose of housing not to exceed one family.

SECTION 2. The term "Residential Purpose" shall generally be defined as single family homes, and shall exclude any and all home occupations, commercial and professional uses, and among other things, group quarters, duplex and multi-family residences, profit or non-profit service organizations, clubs, or lodges, churches and other similar, private or charitable enterprizes. Non-residential use of any numbered lot in the Development is expressly prohibited. No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.

SECTION 3. Nothing herein shall be deemed to prevent an Owner from leasing or renting his property for residential use, subject to all of the provisions of these covenants.

SECTION 4. The exterior of all structures and grounds related thereto within the Development must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve (12) months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 5. No main building or any extension or part thereof shall be erected on any single family residential lot in the Development nearer than twenty-five (25') feet from the front lot line or nearer than ten (10') feet from side street lot line or nearer than twenty (20') feet from the rear lot line of such lot as shown on the recorded plat. Furthermore, no residential unit in the Development may be located closer than twenty (20') feet to any adjoining residence. For the purpose of this section, all measurements shall be made from the exterior foundation of any residence, including the foundation of the garage, exclusive of exterior air conditioning or heating units.

SECTION 6. All dwellings in the Development shall include enclosed on-site parking facilities that accommodate at least one (1) automobile. Said parking structures shall be connected to the street by a concrete driveway. Under no circumstances will carports or open air sheds be allowed.

SECTION 7. In the event any person owns two or more adjacent building lots, and desires to construct a single dwelling occupying a portion of both of said adjoining lots as the building site, then the restriction as to the dividing line between adjoining lots shall apply to said lots only in relation to the other adjoining lots. All other restrictions herein contained shall apply to the same extent as if said dwelling has been built on a single building lot.

SECTION 8. No lot or lots platted in the Development may hereafter be subdivided; however, nothing in this paragraph shall prohibit the building of a residence on any lot as originally platted or prohibit a purchaser from buying more than one lot in order to erect a larger single family dwelling.

SECTION 9. No residence, exclusive of lot cost, with an appraised value of less than One Hundred Thousand (\$100,000.00) Dollars, (exclusive of land value) based upon cost levels prevailing on the date this Master Declaration is recorded may be constructed in the Development, it being the intention and purpose of this section to insure that all residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Master Declaration is recorded at the minimum cost stated herein for the minimum permitted square foot area. The livable heated and cooled ground floor area of each residence, exclusive of open porches, enclosed automobile parking spaces and non-heated and cooled storage spaces, shall not be less than eighteen hundred (1,800) square feet.

SECTION 10. No Owner, in building, or causing to be built, a single family detached residence on any lot in the Development, shall substantially duplicate the exterior elevation, in design or architecture, of any other dwelling then existing on the same street as

said lot Owner, unless approved by the Developer or the Architectural Committee. For the purpose of this paragraph, a dwelling shall be considered in existence from the time of excavations for the foundations are begun until said dwelling is removed or is destroyed.

SECTION 11. The plans and specifications for each residence constructed in said Development shall be submitted to the Developer or the designated representative or assigns, for approval prior to commencement of construction of any improvements upon any lot. Such approval shall not be unreasonably withheld. All plans and specifications submitted must conform to current requirements of the Southern Standard Building Code. A copy of such plans shall be furnished to the Developer for his files, without cost.

SECTION 12. No structure of a temporary character, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot in the Development at any time as a residence, either temporarily or permanently.

SECTION 13. No house trailer or mobile home shall be permitted in the Development at any time, whether used for residential purposes or not. Camper trailers, motor homes, large boats and/or boat trailers may be parked only within the property setback lines established herein and in conformance with Section 14 of this Article of the Master Declaration.

SECTION 14. Use and storage of all vehicles and recreational equipment upon lots, roadways and common areas within the Development shall be subject to rules provided herein.

(a) All vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard nuisance by noise, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Development.

(b) No motor vehicle, including but not limited to, trail bikes, mopeds, go-carts, motorcycles, and dun buggies, shall be driven upon lots, driveways, or parking areas within the Development except as a means of ingress and egress to the development. No motor vehicle of any kind shall be driven

on pathways, bike trails or common areas established within the Development except as needed to maintain, repair, or improve the common area.

(c) Overnight parking of recreational vehicles and related trailers and/or sports equipment shall be in areas designated for such parking. No such vehicles and equipment, including automobiles, may be parked on any street overnight.

(d) No motor vehicle may be repaired (except emergency repairs) on any lot, street or common area within the Development.

(d) No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on Residential property or on streets, except when making deliveries. Passenger vehicles, owned by a Resident, shall be stored on the Resident's ground and not on the street.

SECTION 15. Not more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a residence within the Development provided such pets are not kept or maintained for commercial purpose. No kennels or dog runs may be built in the "Subdivision." All pets must be kept on a leash and under the control of their owner when they are outside of the lot or unit and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities.

SECTION 16. No building material of any kind or character shall be placed or stored upon any lot within the Development until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line during construction. No construction of any nature no storage of related material or equipment will be permitted in any street, drainage easement, or common area.

SECTION 17. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals by each owner, so as to maintain the same neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots before and after a home is built on the lot.

Should any Owner refuse or neglect to comply with the terms of this Section, before a residence is built on his lot, the Association or its assigns may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be assessed to reimburse the cost of such work.

SECTION 18. Each Owner will maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Clear cutting of lots that contain mature tree cover is prohibited.

SECTION 19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor may any such material be dumped into any street or drainage easement or Common Areas or into the water of Lake Ramsey.

SECTION 20. No clothesline shall be erected or maintained on any lot within the Development nor shall laundry be hung where exposed to view of the public or other Owners.

SECTION 21. The use of privies, septic tanks, cesspools or any individual system of sewage disposal is prohibited within the Development. All residences built within it shall be connected to the development's sewer system. No individual portable water supply system shall be permitted on any lot in the Development. All residences built within the Development shall be connected to the Development's water system. No dwelling shall be occupied before water and sewer systems are installed and the dwelling is connected thereto.

SECTION 22. Ancillary structures including garages and storage buildings must be placed within the setback lines established in Section 5 of this article.

SECTION 23. No residence shall be constructed in the Development with a finished floor elevation less than one (1) foot above the 100-year flood level established by the St. Tammany Parish engineer.

SECTION 24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All individual connections to public utilities are to be installed underground.

SECTION 25. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 26. No guns, firearms or weapons of any kind, including, but not limited to, BB and pellet guns, bows and arrow, or other weapons shall be allowed on any street or Common Areas or discharged anywhere within the confines of the Development.

SECTION 27. Exterior television or other antennas are prohibited within the Development. Each residence shall contain a built-in concealed television antenna system or be connected to a CATV system approved by the Association.

#### ARTICLE VII

#### GENERAL PROVISIONS

SECTION 1. All of the covenants, conditions, and restrictions appearing herein as well as those appearing in a deed or other conveyance or any lot or unit to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. If any Owner of any lot or unit bound by these covenants, conditions and restrictions, or their heirs, devisees, assigns or successors shall violate or attempt to violate the provisions thereof, the Owner of any of said lot or unit may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, conditions and



and restrictions, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

SECTION 3. These covenants, conditons and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until year 2013 at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless the majority of the then Owners of the lots and units in the Development, shall, by written instrument be filed and recorded in the office of the Clerk of the Court of St. Tammy Parish at Covington, Louisiana, at any time after December 31, 2013. Provided, however, the covenants, conditions and restrictions herein contained may be amended at any time with the written consent of at least eighty (80%) per cent of the Owners of lots and units in said Development, exclusive of their mortgages.

SECTION 4. So long as the Developer or participating builders are engaged in developing or improving any portion of the Development, such persons shall be exempted from the provisions of Article VI affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model residences. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Development.

SECTION 5. After a one (1) year period following the last act of sale from the Developer to a builder or individual, all consents required in this Article from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

The invalidation of any one or more of these Restrictions by a Judgment or Court Order shall in nowise affect any of the other Restrictions herein, which other Restrictions shall remain in full force and effect.

THUS DONE AND PASSED in triplicate original, on the  
day, month and year first above written, in the presence of  
Elaine M. Casey and HENRY G. Sullivan, SR.  
competent witnesses, who hereunto signed their names with  
said appearers and me, Notary.

WITNESSES:

INTREPID, INC.

Elaine M. Casey

BY:

TOM LATTIE, PresidentHenry G. Sullivan, Jr.GARY LATTIE, Secretary

Donald A. Kearns  
NOTARY PUBLIC

R E S O L U T I O N

I, GARY LATTIE, Secretary of INTREPID, INC., a corporation existing under the laws of the State of Louisiana, hereby do certify that the following resolution was unanimously adopted at a meeting of the Corporation held on January 19, 1983, at which meeting a quorum was present and voting.

RESOLVED, That the Secretary of this corporation be and he is hereby authorized and directed to initial for identification with this meeting and to file in the records of this corporation the form of the proposed act by this corporation establishing restrictions (including restrictions, conditions, restrictive covenants, easements and servitudes running with the land) on a portion of the property owned by this corporation and known as the Lake Ramsey Development, located in Section 14 and 15, Township 6 South, Range 10 East, Ward 3, St. Tammany Parish, Louisiana, specifically being those lots designated as Lots One (1) through Ninety-three (93) inclusive and as more fully shown on the plan of J.F. Varisco, Jr., C.E., entitled "Plot Plan - Phase I", dated April 20, 1982 and submitted to this meeting by the President.

FURTHER RESOLVED, That such form be and it is hereby approved and that Tom Lattie, President, and Gary Lattie, Secretary of this corporation be and they are hereby authorized to appear before a Notary Public and to execute the aforesaid act establishing restrictions, or any other act establishing restrictions, in such form and containing such terms and conditions as said officers in their absolute discretion may deem necessary or proper.

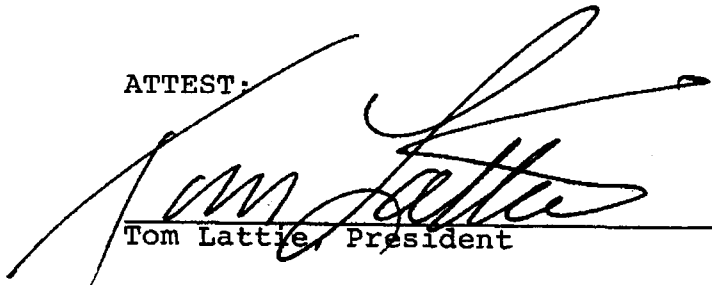
FURTHER RESOLVED, That the said officers be and they are hereby further authorized and empowered to execute any and all other documents or other instruments in writing, in such form and containing such terms and conditions as to them may seem best, in order to carry out the intents and purposes of the foregoing resolution.

I, the undersigned Secretary of INTREPID, INC., a Louisiana corporation, hereby certify that the foregoing is a true, complete and correct copy of resolutions unanimously adopted, on motion duly seconded, by the Board of Directors of said corporation at its meeting held at its office in St. Tammany Parish, Louisiana on January 19, 1983, pursuant to due call and notice, at which

meeting a quorum was present and acting throughout; and that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 19th day of January, 1983.

  
\_\_\_\_\_  
Gary Lattie, Secretary

ATTEST:  
  
\_\_\_\_\_  
Tom Lattie, President

502267

See Extra Map File  
# 429

SUPPLEMENT AND AMENDMENT  
TO ORIGINAL ACT ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS

5 1534 ✓  
UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY

INTREPID, INC.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 23rd day of February, in the year of Our Lord, one thousand nine hundred and eighty-three,

BEFORE ME, Jesse L. Wimberly, III, a Notary Public duly commissioned and qualified in and for the Parish of St. Tammany, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

INTREPID, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of St. Tammany, herein appearing through and represented by Tom Lattie, its President, and Gary Lattie, its Secretary, by virtue of a resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof;

WHICH SAID APPEARER DECLARED unto me, Notary, that it is the owner of in excess of eighty (80%) percent of the lots and units in Lake Ramsey Development, Phase I, more particularly located in Sections 14 and 15, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana.

THAT SAID APPEARER wishes to avail itself of the provisions for amendment of the Act Establishing Covenants, Conditions and Restrictions in Lake Ramsey Development Phase I, a copy of which is on file with the Clerk of Court of St. Tammany Parish, Louisiana, recorded in COB 1086, Folio 173, Original Number 502267, and more specifically the provision for amendment located under Article VII, General Provisions, Section 3, and any and all other sections relating to the amendment of said articles.

THAT APPEARER being the record owner of over eighty (80%) percent of the lots and units in said development, does wish to amend and supplement the original Act Establishing Covenants, Conditions and Restrictions in Lake Ramsey, Phase I, by adding the following provision:

Any variance sought from the original Act Establishing Covenants, Conditions, and Restrictions whether pertaining to architectural design as provided for under Article V of the original Act Establishing Covenants, Conditions and Restrictions or Article VI pertaining to Protective Covenants, must be submitted to the developer or the architectural control committee in writing. The developer or the architectural control committee shall have the sole right to grant a variance to the petitioner allowing that petitioner to deviate from the original Act Establishing Covenants, Conditions and Restrictions. In the event said developer, or the architectural control committee fails to approve or disapprove such request for a variance within thirty (30) days after said variance has been submitted to-wit, in writing, then this article will deemed to have been fully complied with.

THUS DONE AND PASSED, on the day, month and year first above written, in the presence of Larry F. McGee and Grace S. Castillo, competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

INTREPID, INC.

Larry F. McGee

BY:

Tom Lattie, President

Grace S. Castillo

Gary Lattie, Secretary

JESSE L. WIMBERLY, III, Notary Public

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ACT ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY  
SOUTHEAST INVESTMENTS, INC.

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 3rd day of February, in the year of Our Lord, one thousand nine hundred and ninety-five,

BEFORE ME, Ronald G. Hand, a Notary Public duly commissioned and qualified in and for the Parish of and in the presence of the witnesses hereinafter, named and undersigned, personally came and appeared:

Southeast Investments, Inc., a corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of St. Tammany, herein appearing through and represented by J. Brent Powell, its President, by virtue of resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof

WHICH SAID APPEARER DECLARED unto me, Notary, that it is the owner of the following described property, to-wit:

All that Certain Tract or Parcel of land comprising Phase II of Lake Ramsey Subdivision, located in Section 14 and 15, Township 6 South, Range 10 East, as shown on the official subdivision plan of Varisco, Incorporated, Engineers, Planners & Land Surveyors, dated February 8, 1984, recorded in Map File No. 873A on May 7, 1985 of the records of the Clerk of Court of St. Tammany Parish, Louisiana, consisting of 97 lots, Parcels "C", "D", "A-1", and "B-3".

LESS AND EXCEPT from said Phase II of said Lake Ramsey Subdivision Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 20, 22, 24, 26, 72, 75, 78, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, and 97.

APPEARER further declared that the above shall form a part of and shall be known and designated as "Lake Ramsey Development" and that in order to provide for preservation of values and amenities in this development and for the maintenance of certain roadways, lakes, open spaces and other common areas to be developed within it, the restrictions, conditions, covenants, easements, and servitudes hereinafter set forth shall, from the time of the execution of this instrument, affect, bear against and encumber, as a blanket encumbrance, and with the intent to bind all persons, firms, corporations, their respective heirs, administrators, executors, successors or assigns, in whom title to any portion hereof shall be vested, all the land

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above described, and shall be binding on all appearer's vendees and/or transferees, their respective heirs, administrators, executors, successors or assigns, and any subsequent sales or transfers of any of the said property shall be subject thereto, although not set forth herein.

For the purpose of preserving the values and amenities of the development, the Lake Ramsey Homeowner's Association, a non-profit corporation under the laws of the State of Louisiana has been formed, to which will be delegated the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within the Lake Ramsey Development, administering and enforcing the covenants, conditions, and restrictions contained herein and imposing the associated charges and assessments in payment therefor.

All streets and easements specifically shown or described on the plat are hereby expressly dedicated as common areas for their usual and intended purposes.

#### ARTICLE I

##### Definitions

SECTION 1. "Association shall mean and refer to the Lake Ramsey owner's Association, a Louisiana nonprofit corporation, and its successors or assigns. Each owner of property within the "Development" shall be a member of the "Association."

SECTION 2. "Common Areas" shall mean and refer to all real property and related improvements now or hereafter acquired or otherwise available to the "Association" for the use and benefit of its members. As of the date of execution of this declaration, the only "Common Areas" are the roads and easements shown on the plat presented as "Exhibit."

SECTION 3. "Developer" shall mean and refer to Intrepid, Inc., or any legal entity which succeeds it.

SECTION 4. "Development" shall mean and refer to that certain real property hereinbefore described, and as shown on the officially

recorded plat thereof, along with such additions thereto as may hereafter be brought within the jurisdiction of the "Association."

SECTION 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set out or such further restrictions as may be imposed by any applicable zoning ordinance. PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of Eighty (80') feet in width at the front building line as shown on the plat.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit which is a part of the "Development," including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each "Owner" shall be a member of the "Association."

SECTION 7. "Unit" shall include any and all individually owned patio home, townhouse, condominium or apartment and shall include without limitation condominium units or apartments as the terms are defined in La. R.S. 9:1121, et. seq., (the Horizontal Property Act) or any amendments or revisions thereof effective subsequent to the date of recordation of this Master Declaration.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility

situated upon the Common Areas by the members of the Association and their guests; and

(b) the rights of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and

(c) the rights of the Association to dedicate or transfer all or any part of the Common Areas to any public Agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedications or transfer has been recorded; and

(d) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of acquiring and improving Common Areas and related facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures; and

(f) the right of the Association to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Common Areas.

SECTION 2. Delegation of Use, any Owner may delegate, in accordance with the Association By-Laws, his right to enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above described Subdivision, subject to the same covenants, conditions, and restrictions, without the assent of the Class A members of the Association, if any. However, no rights to the beneficial use of

of Common Areas nor services of the Association shall be granted or extended to any other property unless and until it is annexed to the real estate described in "Exhibit A" as hereinafter provided.

Any annexations made pursuant to this article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which Supplementary Declaration shall extend the covenants, conditions and restrictions contained herein to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications as may be necessary to reflect the different character or use, if any, of such annexed property. Provided however, that in no instance shall any such addition or modifications be substantially inconsistent with the provisions of this Master Declaration nor shall they represent a lower standard for such development than required by St. Tammany Parish.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot or unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or unit which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of lots or units with the exception of the Developer and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit, all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

Class B. The Class B member(s) shall be the Developer which shall be entitled to three (3) votes for each lot or unit owned.

The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier;

(a) when the total potential votes in Class A membership reaches 1,500, or

(b) upon voluntary surrender of said Class B memberships by the Developer, or

(c) upon the lapse and/or surrender of all the Class B memberships, as provided for in this Article.

The Developer shall continue to be a Class A member of the Association as to each and every lot or unit in which it holds an interest otherwise required for such Class A membership.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide services and to promote the recreation, health, and welfare of the residents in the



Development. An adequate reserve for replacements of facilities and equipment shall be established and funded from the annual assessment. The funds of this reserve shall be deposited separately in an account insured by the United States Government. It may be used only for the replacement and maintenance of improvements to the Common Areas or major repairs thereto warranted by their deterioration or through destruction from any cause.

The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

- (a) the cost of all operating expenses of the Common Areas and facilities and services furnished;
- (b) the cost of necessary management and administration;
- (c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;
- (d) the cost of adequate fire and extended liability insurance on all Common Areas and facilities and any other insurance the Association may effect;
- (e) the cost of maintaining, replacing, repairing and landscaping the Common Areas and facilities as the Association's Board of Directors determine to be necessary and proper; and
- (f) the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per lot or unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased by an amount greater than 10 percent by the vote or written assent of 51 percent of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51 percent of each class of members.

SECTION 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members at their last known address as shown on the Association's records, not less than 10 days nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51 percent of each class of members; members, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and units and may be collected on a monthly or yearly basis as determined by the Association's Board of Directors.

SECTION 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots or units on the first day of the month following the initial conveyance of the Common Areas. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner, at his last known address as shown on the Association's records, subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or unit have been paid.

SECTION 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or unit.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or unit shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or unit from lien thereof.

SECTION 10. Limitation of Liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by 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 the Common Areas and community facilities or from any wire, pipe drain, conduit or the like. Neither the Association nor the Developer shall be liable to any member 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 of repairs or improvements to the Common Areas or community facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any state, parish, municipal or governmental authority.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, and the appropriate building permit obtained from the Parish of St. Tammy, and after a one (1) year period following the last act of sale from the developer, by the Association. The Developer or the Association may designate a representative or establish an architectural control committee to act for it. In the event said Developer, or the Association or its assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin, the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### PROTECTIVE COVENANTS

All lots shown on the plat of Lake Ramsey Development, Lakeshore Section, (Exhibit "A") bearing numerical designation shall be known, described and used as residential lots. Not structure shall be erected, altered, placed or permitted to remain on any of said lots herein

designated as residential lots other than one residential unit constructed for the purpose of housing not to exceed one family.

SECTION 2. The term "Residential Purpose" shall generally be defined as single family homes, and shall exclude any and all home occupations, commercial and professional uses, and among other things, group quarters, duplex and multi-family residences, profit or non-profit service organizations, clubs, or lodges, churches and other similar, private or charitable enterprises. Non-residential use of any numbered lot in the Development is expressly prohibited. No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.

SECTION 3. Nothing herein shall be deemed to prevent an Owner from leasing or renting his property for residential use, subject to all of the provisions of these covenants.

SECTION 4. The exterior of all structures and grounds related thereto within the Development must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve (12) months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 5. No main building or any extension or part thereof shall be erected on any single family residential lot in the Development nearer than twenty-five (25') feet from the front lot line or nearer than ten (10') feet from side street lot line or nearer than twenty (20') feet from the rear lot line of such lot as shown on the recorded plat. Furthermore, no residential unit in the Development may be located closer than twenty (20') feet to any adjoining residence. For the purpose of this section, all measurements shall be made from the exterior foundation of any residence, including the foundation of the garage, exclusive of exterior air conditioning or heating units.

SECTION 6. All dwellings in the Development shall include enclosed on-site parking facilities that accommodate at least one (1) automobile. Said parking structures shall be connected to the street by a concrete driveway. Under no circumstances will carports or open air sheds be allowed.

SECTION 7. In the event any person owns two or more adjacent building lots, and desires to construct a single dwelling occupying a portion of both of said adjoining lots as the building site, then the restriction as to the dividing line between adjoining lots shall apply to said lots only in relation to the other adjoining lots. All other restrictions herein contained shall apply to the same extent as if said dwelling has been built on a single building lot.

SECTION 8. No lot or lots platted in the Development may hereafter be subdivided; however, nothing in this paragraph shall prohibit the building of a residence on any lot as originally platted or prohibit a purchaser from buying more than one lot in order to erect a larger single family dwelling.

SECTION 9. No residence, exclusive of lot cost, with an appraised value of less than One Hundred Thousand (\$100,000.00) Dollars, (exclusive of land value) based upon cost levels prevailing on the date this Master Declaration is recorded may be constructed in the Development, it being the intention and purpose of this section to insure that all residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Master Declaration is recorded at the minimum cost stated herein for the minimum permitted square foot area. The livable heated and cooled ground floor area of each residence, exclusive of open porches, enclosed automobile parking spaces and non-heated and cooled storage spaces, shall not be less than eighteen hundred (1,800) square feet.

SECTION 10. No Owner, in building, or causing to be built, a single family detached residence on any lot in the Development, shall substantially duplicate the exterior elevation, in design or architecture, of any other dwelling then existing on the same street as

said lot Owner, unless approved by the Developer or the Architectural Committee. For the purpose of this paragraph, a dwelling shall be considered in existence from the time of excavations for the foundations are begun until said dwelling is removed or is destroyed.

SECTION 11. The plans and specifications for each residence constructed in said Development shall be submitted to the Developer or the designated representative or assigns, for approval prior to commencement of construction of any improvements upon any lot. Such approval shall not be unreasonably withheld. All plans and specifications submitted must conform to current requirements of the Southern Standard Building Code. A copy of such plans shall be furnished to the Developer for his files, without cost.

SECTION 12. No structure of a temporary character, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot in the Development at any time as a residence, either temporarily or permanently.

SECTION 13. No house trailer or mobile home shall be permitted in the Development at any time, whether used for residential purposes or not. Camper trailers, motor homes, large boats and/or boat trailers may be parked only within the property setback lines established herein and in conformance with Section 14 of this Article of the Master Declaration.

SECTION 14. Use and storage of all vehicles and recreational equipment upon lots, roadways and common areas within the Development shall be subject to rules provided herein.

(a) All vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard nuisance by noise, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Development.

(b) No motor vehicle, including but not limited to, trail bikes, mopeds, go-carts, motorcycles, and dun buggies, shall be driven upon lots, driveways, or parking areas within the Development except as a means of ingress and egress to the development. No motor vehicle of any kind shall be driven

on pathways, bike trails or common areas established within the Development except as needed to maintain, repair, or improve the common area.

(c) Overnight parking of recreational vehicles and related trailers and/or sports equipment shall be in areas designated for such parking. No such vehicles and equipment, including automobiles, may be parked on any street overnight.

(d) No motor vehicle may be repaired (except emergency repairs) on any lot, street or common area within the Development.

(d) No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on Residential property or on streets, except when making deliveries. Passenger vehicles, owned by a Resident, shall be stored on the Resident's ground and not on the street.

SECTION 15. Not more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a residence within the Development provided such pets are not kept or maintained for commercial purpose. No kennels or dog runs may be built in the "Subdivision." All pets must be kept on a leash and under the control of their owner when they are outside of the lot or unit and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities.

SECTION 16. No building material of any kind or character shall be placed or stored upon any lot within the Development until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line during construction. No construction of any nature no storage of related material or equipment will be permitted in any street, drainage easement, or common area.

SECTION 17. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals by each owner, so as to maintain the same neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots before and after a home is built on the lot.



Should any Owner refuse or neglect to comply with the terms of this Section, before a residence is built on his lot, the Association or its assigns may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be assessed to reimburse the cost of such work.

SECTION 18. Each Owner will maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Clear cutting of lots that contain mature tree cover is prohibited.

SECTION 19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor may any such material be dumped into any street or drainage easement or Common Areas or into the water of Lake Ramsey.

SECTION 20. No clothesline shall be erected or maintained on any lot within the Development nor shall laundry be hung where exposed to view of the public or other Owners.

SECTION 21. The use of privies, septic tanks, cesspools or any individual system of sewage disposal is prohibited within the Development. All residences built within it shall be connected to the development's sewer system. No individual portable water supply system shall be permitted on any lot in the Development. All residences built within the Development shall be connected to the Development's water system. No dwelling shall be occupied before water and sewer systems are installed and the dwelling is connected thereto.

SECTION 22. Ancillary structures including garages and storage buildings must be placed within the setback lines established in Section 5 of this article.

SECTION 23. No residence shall be constructed in the Development with a finished floor elevation less than one (1) foot above the 100-year flood level established by the St. Tammany Parish engineer.

SECTION 24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All individual connections to public utilities are to be installed underground.

SECTION 25. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 26. No guns, firearms or weapons of any kind, including, but not limited to, BB and pellet guns, bows and arrow, or other weapons shall be allowed on any street or Common Areas or discharged anywhere within the confines of the Development.

SECTION 27. Exterior television or other antennas are prohibited within the Development. Each residence shall contain a built-in concealed television antenna system or be connected to a CATV system approved by the Association.

#### ARTICLE VII

#### GENERAL PROVISIONS

SECTION 1. All of the covenants, conditions, and restrictions appearing herein as well as those appearing in a deed or other conveyance or any lot or unit to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. If any Owner of any lot or unit bound by these covenants, conditions and restrictions, or their heirs, devisees, assigns or successors shall violate or attempt to violate the provisions thereof, the Owner of any of said lot or unit may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, conditions and

and restrictions, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

SECTION 3. These covenants, conditions and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until year 2013 at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless the majority of the then Owners of the lots and units in the Development, shall, by written instrument be filed and recorded in the office of the Clerk of the Court of St. Tammy Parish at Covington, Louisiana, at any time after December 31, 2013. Provided, however, the covenants, conditions and restrictions herein contained may be amended at any time with the written consent of at least eighty (80%) per cent of the Owners of lots and units in said Development, exclusive of their mortgages.

SECTION 4. So long as the Developer or participating builders are engaged in developing or improving any portion of the Development, such persons shall be exempted from the provisions of Article VI affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model residences. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Development.

SECTION 5. After a one (1) year period following the last act of sale from the Developer to a builder or individual, all consents required in this Article from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.


The invalidation of any one or more of these Restrictions by a Judgment or Court Order shall in nowise affect any of the other Restrictions herein, which other Restrictions shall remain in full force and effect.

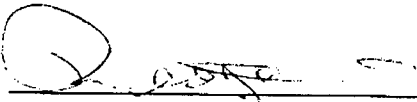
THUS DONE AND PASSED in triplicate original, on the day, month and year first above written, in the presence of **Charlotte Cleland** and **Ronald J. Hand** competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

SOUTHEAST INVESTMENTS, INC.

Charlotte Cleland

BY:   
J. BRENT POWELL, President



  
NOTARY PUBLIC

FIRST MODIFICATION OF ACT  
ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS  
LAKE RAMSEY DEVELOPMENT

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BY

SOUTHEAST INVESTMENTS, INC.  
and ELAINE ESTOPINAL, wife of/and  
CLARENCE BLAW

BE IT KNOWN, That on this 10th day of February, in the year of  
Our Lord, one thousand nine hundred and ninety-five,

BEFORE ME the undersigned Notary Public, personally came and  
appeared:

SOUTHEAST INVESTMENTS, INC., a corporation organized and  
existing under the laws of the State of Louisiana,  
domiciled and having its principal place of business in  
the Parish of St. Tammany, herein appearing through and  
represented by J. Brent Powell, its President, by virtue  
of resolution of its Board of Directors, dated April 16,  
1992 and recorded at Instrument #828347 of the records of  
St. Tammany Parish, Louisiana.

ELAINE ESTOPINAL, wife of/and CLARENCE BLAW, persons of  
the full age of majority, who declared unto me, Notary,  
that they have been married but once and then to each  
other; said parties presently living and residing  
together;

who declared that they are the owners of the lots described in  
instrument #937940 recorded February 7, 1995 in the official  
records of St. Tammany Parish.

They further declared that they wish to amend Section 9 on  
page 12 to read:

SECTION 9. No residence, inclusive of lot cost, with an  
appraised value of less than One Hundred Thousand (\$100,000.00)  
Dollars, (inclusive of land value) based upon cost levels  
prevailing on the date this Master Declaration is recorded may be  
constructed in the Development, it being the intention and purpose  
of this section to insure that all residences will be of a quality  
of workmanship and materials substantially the same or better that  
which can be produced on the date this Master Declaration is  
recorded at the minimum cost stated herein for the minimum  
permitted square foot area. The livable heated and cooled floor  
area of each residence, exclusive of open porches, enclosed  
automobile parking spaces and non-heated and cooled storage spaces,  
shall not be less than eighteen hundred (1,800) square feet.

DT. REG # 581,324  
Inst # 943900  
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#943900

THUS DONE AND PASSED on the day, month and year first above written, in the presence of **Elsie Hynds** and **Jack A. Blossman, Jr.** competent witnesses, who hereunto signed their names with said appears and me, Notary.

WITNESSES:

Elsie Hynds  
Jack Blossman Jr

SOUTHEAST INVESTMENTS, INC.

BY: Brent Powell  
Brent Powell, President  
Elaine Estopinal Blaw  
ELAINE ESTOPINAL BLAW  
Clarence Blaw  
CLARENCE BLAW

Thomas D. Hance  
NOTARY PUBLIC

ACT ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS

BY  
SOUTHEAST INVESTMENTS, INC.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 5th day of June, in the year of Our Lord, one thousand nine hundred and ninety-five,

BEFORE ME, Ronald G. Hand, a Notary Public duly commissioned and qualified in and for the Parish of and in the presence of the witnesses hereinafter, named and undersigned, personally came and appeared:

Southeast Investments, Inc., a corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of St. Tammany, herein appearing through and represented by J. Brent Powell, its President, by virtue of resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof.

WHICH SAID APPEARER DECLARED unto me, Notary, that it is the owner of the following described property, to-wit:

All that Certain Tract or Parcel of land comprising Phase III of Lake Ramsey Subdivision, located in Sections 14 and 15, Township 6 South, range 10 East, st. tammany Parish, Louisiana, as shown on the official subdivision plan of Varisco, Incorporated, Engineers, Planners & Land Surveyors, dated February 17, 1984, as revised, recorded in Map File No. 872B of the records of the Clerk of Court of St. tammany Parish, Louisiana, consisting of Lots 1A through 100A and Parcel E-1 according to said plan, filed May 7, 1985.

LESS AND EXCEPT from said Phase III of said Lake Ramsey Subdivision Lots numbered 10A.

APPEARER further declared that the above shall form a part of and shall be known and designated as "Lake Ramsey Development" and that in order to provide for preservation of values and amenities in this development and for the maintenance of certain roadways, lakes, open spaces and other common areas to be developed within it, the restrictions, conditions, covenants, easements, and servitudes hereinafter set forth shall, from the time of the execution of this instrument, affect, bear against and encumber, as a blanket encumbrance, and with the intent to bind all persons, firms, corporations, their respective heirs, administrators, executors, successors or assigns, in whom title to any portion hereof shall be vested, all the land

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Inst # 951248  
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above described, and shall be binding on all appearer's vendees and/or transferees, their respective heirs, administrators, executors, successors or assigns, and any subsequent sales or transfers of any of the said property shall be subject thereto, although not set forth herein.

For the purpose of preserving the values and amenities of the development, the Lake Ramsey Homeowner's Association, a non-profit corporation under the laws of the State of Louisiana has been formed, to which will be delegated the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within the Lake Ramsey Development, administering and enforcing the covenants, conditions, and restrictions contained herein and imposing the associated charges and assessments in payment therefor.

All streets and easements specifically shown or described on the plat are hereby expressly dedicated as common areas for their usual and intended purposes.

#### ARTICLE I

##### Definitions

SECTION 1. "Association shall mean and refer to the Lake Ramsey owner's Association, a Louisiana nonprofit corporation, and its successors or assigns. Each owner of property within the "Development" shall be a member of the "Association."

SECTION 2. "Common Areas" shall mean and refer to all real property and related improvements now or hereafter acquired or otherwise available to the "Association" for the use and benefit of its members. As of the date of execution of this declaration, the only "Common Areas" are the roads and easements shown on the plat presented as "Exhibit."

SECTION 3. "Developer" shall mean and refer to Intrepid, Inc., or any legal entity which succeeds it.

SECTION 4. "Development" shall mean and refer to that certain real property hereinbefore described, and as shown on the officially



recorded plat thereof, along with such additions thereto as may hereafter be brought within the jurisdiction of the "Association."

SECTION 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set out or such further restrictions as may be imposed by any applicable zoning ordinance. PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of Eighty (80') feet in width at the front building line as shown on the plat.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit which is a part of the "Development," including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each "Owner" shall be a member of the "Association."

SECTION 7. "Unit" shall include any and all individually owned patio home, townhouse, condominium or apartment and shall include without limitation condominium units or apartments as the terms are defined in La. R.S. 9:1121, et. seq., (the Horizontal Property Act) or any amendments or revisions thereof effective subsequent to the date of recordation of this Master Declaration.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility

situated upon the Common Areas by the members of the Association and their guests; and

(b) the rights of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and

(c) the rights of the Association to dedicate or transfer all or any part of the Common Areas to any public Agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedications or transfer has been recorded; and

(d) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of acquiring and improving Common Areas and related facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures; and

(f) the right of the Association to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Common Areas.

SECTION 2. Delegation of Use, any Owner may delegate, in accordance with the Association By-Laws, his right to enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above described Subdivision, subject to the same covenants, conditions, and restrictions, without the assent of the Class A members of the Association, if any. However, no rights to the beneficial use of

of Common Areas nor services of the Association shall be granted or extended to any other property unless and until it is annexed to the real estate described in "Exhibit A" as hereinafter provided.

Any annexations made pursuant to this article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with the Clerk of Court for St. Tammy Parish, Louisiana, which Supplementary Declaration shall extend the covenants, conditions and restrictions contained herein to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications as may be necessary to reflect the different character or use, if any, of such annexed property. Provided however, that in no instance shall any such addition or modifications be substantially inconsistent with the provisions of this Master Declaration nor shall they represent a lower standard for such development than required by St. Tammy Parish.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot or unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or unit which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of lots or units with the exception of the Developer and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit, all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

Class B. The Class B member(s) shall be the Developer which shall be entitled to three (3) votes for each lot or unit owned.

The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier;

(a) when the total potential votes in Class A membership reaches 1,500, or

(b) upon voluntary surrender of said Class B memberships by the Developer, or

(c) upon the lapse and/or surrender of all the Class B memberships, as provided for in this Article.

The Developer shall continue to be a Class A member of the Association as to each and every lot or unit in which it holds an interest otherwise required for such Class A membership.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide services and to promote the recreation, health, and welfare of the residents in the

Development. An adequate reserve for replacements of facilities and equipment shall be established and funded from the annual assessment. The funds of this reserve shall be deposited separately in an account insured by the United States Government. It may be used only for the replacement and maintenance of improvements to the Common Areas or major repairs thereto warranted by their deterioration or through destruction from any cause.

The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

- (a) the cost of all operating expenses of the Common Areas and facilities and services furnished;
- (b) the cost of necessary management and administration;
- (c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;
- (d) the cost of adequate fire and extended liability insurance on all Common Areas and facilities and any other insurance the Association may effect;
- (e) the cost of maintaining, replacing, repairing and landscaping the Common Areas and facilities as the Association's Board of Directors determine to be necessary and proper; and
- (f) the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per lot or unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased by an amount greater than 10 percent by the vote or written assent of 51 percent of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51 percent of each class of members.

SECTION 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members at their last known address as shown on the Association's records, not less than 10 days nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51 percent of each class of members; members, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and units and may be collected on a monthly or yearly basis as determined by the Association's Board of Directors.

SECTION 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots or units on the first day of the month following the initial conveyance of the Common Areas. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual against each lot or unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner, at his last known address as shown on the Association's records, subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or unit have been paid.

SECTION 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or unit.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or unit shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such lot or unit from lien thereof.

SECTION 10. Limitation of Liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by 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 the Common Areas and community facilities or from any wire, pipe drain, conduit or the like. Neither the Association nor the Developer shall be liable to any member 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 of repairs or improvements to the Common Areas or community facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any state, parish, municipal or governmental authority.

ARTICLE V  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, and the appropriate building permit obtained from the Parish of St. Tammy, and after a one (1) year period following the last act of sale from the developer, by the Association. The Developer or the Association may designate a representative or establish an architectural control committee to act for it. In the event said Developer, or the Association or its assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin, the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI  
PROTECTIVE COVENANTS

All lots shown on the plat of Lake Ramsey Development, Lakeshore Section, (Exhibit "A") bearing numerical designation shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein



designated as residential lots other than one residential unit constructed for the purpose of housing not to exceed one family.

SECTION 2. The term "Residential Purpose" shall generally be defined as single family homes, and shall exclude any and all home occupations, commercial and professional uses, and among other things, group quarters, duplex and multi-family residences, profit or non-profit service organizations, clubs, or lodges, churches and other similar, private or charitable enterprises. Non-residential use of any numbered lot in the Development is expressly prohibited. No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.

SECTION 3. Nothing herein shall be deemed to prevent an Owner from leasing or renting his property for residential use, subject to all of the provisions of these covenants.

SECTION 4. The exterior of all structures and grounds related thereto within the Development must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve (12) months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 5. No main building or any extension or part thereof shall be erected on any single family residential lot in the Development nearer than twenty-five (25') feet from the front lot line or nearer than ten (10') feet from side street lot line or nearer than twenty (20') feet from the rear lot line of such lot as shown on the recorded plat. Furthermore, no residential unit in the Development may be located closer than twenty (20') feet to any adjoining residence. For the purpose of this section, all measurements shall be made from the exterior foundation of any residence, including the foundation of the garage, exclusive of exterior air conditioning or heating units.

SECTION 6. All dwellings in the Development shall include enclosed on-site parking facilities that accommodate at least one (1) automobile. Said parking structures shall be connected to the street by a concrete driveway. Under no circumstances will carports or open air sheds be allowed.

SECTION 7. In the event any person owns two or more adjacent building lots, and desires to construct a single dwelling occupying a portion of both of said adjoining lots as the building site, then the restriction as to the dividing line between adjoining lots shall apply to said lots only in relation to the other adjoining lots. All other restrictions herein contained shall apply to the same extent as if said dwelling has been built on a single building lot.

SECTION 8. No lot or lots platted in the Development may hereafter be subdivided; however, nothing in this paragraph shall prohibit the building of a residence on any lot as originally platted or prohibit a purchaser from buying more than one lot in order to erect a larger single family dwelling.

SECTION 9. No residence, exclusive of lot cost, with an appraised value of less than One Hundred Thousand (\$100,000.00) Dollars, (exclusive of land value) based upon cost levels prevailing on the date this Master Declaration is recorded may be constructed in the Development, it being the intention and purpose of this section to insure that all residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Master Declaration is recorded at the minimum cost stated herein for the minimum permitted square foot area. The livable heated and cooled ground floor area of each residence, exclusive of open porches, enclosed automobile parking spaces and non-heated and cooled storage spaces, shall not be less than eighteen hundred (1,800) square feet.

SECTION 10. No Owner, in building, or causing to be built, a single family detached residence on any lot in the Development, shall substantially duplicate the exterior elevation, in design or architecture, of any other dwelling then existing on the same street as

said lot Owner, unless approved by the Developer or the Architectural Committee. For the purpose of this paragraph, a dwelling shall be considered in existence from the time of excavations for the foundations are begun until said dwelling is removed or is destroyed.

SECTION 11. The plans and specifications for each residence constructed in said Development shall be submitted to the Developer or the designated representative or assigns, for approval prior to commencement of construction of any improvements upon any lot. Such approval shall not be unreasonably withheld. All plans and specifications submitted must conform to current requirements of the Southern Standard Building Code. A copy of such plans shall be furnished to the Developer for his files, without cost.

SECTION 12. No structure of a temporary character, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot in the Development at any time as a residence, either temporarily or permanently.

SECTION 13. No house trailer or mobile home shall be permitted in the Development at any time, whether used for residential purposes or not. Camper trailers, motor homes, large boats and/or boat trailers may be parked only within the property setback lines established herein and in conformance with Section 14 of this Article of the Master Declaration.

SECTION 14. Use and storage of all vehicles and recreational equipment upon lots, roadways and common areas within the Development shall be subject to rules provided herein.

(a) All vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard nuisance by noise, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Development.

(b) No motor vehicle, including but not limited to, trail bikes, mopeds, go-carts, motorcycles, and dun buggies, shall be driven upon lots, driveways, or parking areas within the Development except as a means of ingress and egress to the development. No motor vehicle of any kind shall be driven

on pathways, bike trails or common areas established within the Development except as needed to maintain, repair, or improve the common area.

(c) Overnight parking of recreational vehicles and related trailers and/or sports equipment shall be in areas designated for such parking. No such vehicles and equipment, including automobiles, may be parked on any street overnight.

(d) No motor vehicle may be repaired (except emergency repairs) on any lot, street or common area within the Development.

(d) No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on Residential property or on streets, except when making deliveries. Passenger vehicles, owned by a Resident, shall be stored on the Resident's ground and not on the street.

SECTION 15. Not more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a residence within the Development provided such pets are not kept or maintained for commercial purpose. No kennels or dog runs may be built in the "Subdivision." All pets must be kept on a leash and under the control of their owner when they are outside of the lot or unit and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities.

SECTION 16. No building material of any kind or character shall be placed or stored upon any lot within the Development until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line during construction. No construction of any nature no storage of related material or equipment will be permitted in any street, drainage easement, or common area.

SECTION 17. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals by each owner, so as to maintain the same neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots before and after a home is built on the lot.

Should any Owner refuse or neglect to comply with the terms of this Section, before a residence is built on his lot, the Association or its assigns may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be assessed to reimburse the cost of such work.

SECTION 18. Each Owner will maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Clear cutting of lots that contain mature tree cover is prohibited.

SECTION 19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor may any such material be dumped into any street or drainage easement or Common Areas or into the water of Lake Ramsey.

SECTION 20. No clothesline shall be erected or maintained on any lot within the Development nor shall laundry be hung where exposed to view of the public or other Owners.

SECTION 21. The use of privies, septic tanks, cesspools or any individual system of sewage disposal is prohibited within the Development. All residences built within it shall be connected to the development's sewer system. No individual portable water supply system shall be permitted on any lot in the Development. All residences built within the Development shall be connected to the Development's water system. No dwelling shall be occupied before water and sewer systems are installed and the dwelling is connected thereto.

SECTION 22. Ancillary structures including garages and storage buildings must be placed within the setback lines established in Section 5 of this article.

SECTION 23. No residence shall be constructed in the Development with a finished floor elevation less than one (1) foot above the 100-year flood level established by the St. Tammany Parish engineer.

SECTION 24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All individual connections to public utilities are to be installed underground.

SECTION 25. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 26. No guns, firearms or weapons of any kind, including, but not limited to, BB and pellet guns, bows and arrow, or other weapons shall be allowed on any street or Common Areas or discharged anywhere within the confines of the Development.

SECTION 27. Exterior television or other antennas are prohibited within the Development. Each residence shall contain a built-in concealed television antenna system or be connected to a CATV system approved by the Association.

#### ARTICLE VII

#### GENERAL PROVISIONS

SECTION 1. All of the covenants, conditions, and restrictions appearing herein as well as those appearing in a deed or other conveyance or any lot or unit to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. If any Owner of any lot or unit bound by these covenants, conditions and restrictions, or their heirs, devisees, assigns or successors shall violate or attempt to violate the provisions thereof, the Owner of any of said lot or unit may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, conditions and

and restrictions, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

SECTION 3. These covenants, conditons and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until year 2013 at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless the majority of the then Owners of the lots and units in the Development, shall, by written instrument be filed and recorded in the office of the Clerk of the Court of St. Tammy Parish at Covington, Louisiana, at any time after December 31, 2013. Provided, however, the covenants, conditions and restrictions herein contained may be amended at any time with the written consent of at least eighty (80%) per cent of the Owners of lots and units in said Development, exclusive of their mortgages.

SECTION 4. So long as the Developer or participating builders are engaged in developing or improving any portion of the Development, such persons shall be exempted from the provisions of Article VI affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model residences. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Development.

SECTION 5. After a one (1) year period following the last act of sale from the Developer to a builder or individual, all consents required in this Article from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

The invalidation of any one or more of these Restrictions by a Judgment or Court Order shall in nowise affect any of the other Restrictions herein, which other Restrictions shall remain in full force and effect.

THUS DONE AND PASSED on the day, month and year first above written, in the presence of Nicole L. Le Blanc and Charlotte Cleland competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

SOUTHEAST INVESTMENTS, INC.

Nicole L. LeBlanc

BY: J. Brent Powell  
J. BRENT POWELL, President

Charlotte Cleland

[Signature]  
NOTARY PUBLIC



FIRST MODIFICATION OF ACT  
ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS  
LAKE RAMSEY DEVELOPMENT, PHASE III

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BY

SOUTHEAST INVESTMENTS, INC.

BE IT KNOWN, That on this 5<sup>th</sup> day of June, in the year of Our Lord, one thousand nine hundred and ninety-five,

BEFORE ME the undersigned Notary Public, personally came and appeared:

SOUTHEAST INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of St. Tammany, herein appearing through and represented by J. Brent Powell, its President, by virtue of resolution of its Board of Directors, dated April 16, 1992 and recorded at Instrument #828347 of the records of St. Tammany Parish, Louisiana.

who declared that they are the owners of the lots described in instrument #951248 recorded June 5, 1995 in the official records of St. Tammany Parish.

They further declared that they wish to amend Section 9 on page 12 to read:

SECTION 9. No residence, inclusive of lot cost, with an appraised value of less than One Hundred Thousand (\$100,000.00) Dollars, (inclusive of land value) based upon cost levels prevailing on the date this Master Declaration is recorded may be constructed in the Development, it being the intention and purpose of this section to insure that all residences will be of a quality of workmanship and materials substantially the same or better that which can be produced on the date this Master Declaration is recorded at the minimum cost stated herein for the minimum permitted square foot area. The livable heated and cooled floor area of each residence, exclusive of open porches, enclosed automobile parking spaces and non-heated and cooled storage spaces, shall not be less than eighteen hundred (1,800) square feet.

THUS DONE AND PASSED on the day, month and year first above written, in the presence of Nicole L. LeBlanc and Charlotte Cleland competent witnesses, who hereunto signed their names with said appears and me, Notary.

WITNESSES:

Nicole L. LeBlanc  
Charlotte Cleland

SOUTHEAST INVESTMENTS, INC.

BY: J. Brent Powell  
J. Brent Powell, President

James A. Henderson  
NOTARY PUBLIC

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ACT ESTABLISHING COVENANTS  
CONDITIONS AND RESTRICTIONS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY  
SOUTHEAST INVESTMENTS, INC.

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 18th day of June, in the year of Our Lord, one thousand nine hundred and ninety-nine,

BEFORE ME, Ronald G. Hand, a Notary Public duly commissioned and qualified in and for the Parish of and in the presence of the witnesses hereinafter, named and undersigned, personally came and appeared:

Southeast Investments, Inc., a corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of St. Tammany, herein appearing through and represented by J. Brent Powell, its President, by virtue of resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof.

WHICH SAID APPEARER DECLARED unto me, Notary, that it is the owner of the following described property, to-wit:

All that Certain Tract or Parcel of land comprising Phase Four of Lake Ramsey Subdivision, located in Sections 10 and 15, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, as shown on the official subdivision plan of John E. Bonneau & Associates, Inc., dated October 16, 1997, revised January 20, 1999 and further revised March 26, 1999 and recorded at Map File No. 1733 of the records of the Clerk of Court of St. Tammany Parish, Louisiana, consisting of Lots 101A through 136A, Lake Ramsey, Phase 4 being parcels E-1 and 8-8 of Lake Ramsey Subdivision according to said plan, filed June 8, 1999.

APPEARER further declared that the above shall form a part of and shall be known and designated as "Lake Ramsey Development" and that in order to provide for preservation of values and amenities in this development and for the maintenance of certain roadways, lakes, open spaces and other common areas to be developed within it, the restrictions, conditions, covenants, easements, and

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servitudes hereinafter set forth shall, from the time of the execution of this instrument, affect, bear against and encumber, as a blanket encumbrance, and with the intent to bind all persons, firms, corporations, their respective heirs, administrators, executors, successors or assigns, in whom title to any portion hereof shall be vested, all the land above described, and shall be binding on all appearer's vendees and/or transferees, their respective heirs, administrators, executors, successors or assigns, and any subsequent sales or transfers of any of the said property shall be subject thereto, although not set forth herein.

For the purpose of preserving the values and amenities of the development, the Lake Ramsey Homeowner's Association, a non-profit corporation under the laws of the State of Louisiana has been formed, to which will be delegated the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within Lake Ramsey Development, administering and enforcing the covenants, conditions, and restrictions contained herein and imposing the associated charges and assessments in payment therefor.

All streets and easements specifically shown or described on the plat are hereby expressly described as common areas for their usual and intended purposes.

#### ARTICLE I

##### DEFINITIONS

SECTION 1. "Association shall mean and refer to the Lake Ramsey Owner's Association, a Louisiana nonprofit corporation, and its successors or assigns. Each owner of property within the "Development" shall be a member of the "Association."

SECTION 2. "Common Areas" shall mean and refer to all real property and related improvements now or hereafter acquired or otherwise available to the "Association" for the use and benefit of its members. as of the date of execution of the declaration, the only "Common Areas" are the roads and easements shown on the plat

presented as "Exhibit."

SECTION 3. "Developer" shall mean and refer to Southeast Investments, Inc., or any legal entity which succeeds it.

SECTION 4. "Development" shall mean and refer to that certain real property hereinbefore described, and as shown on the officially recorded plat thereof, along with such additions thereto as may hereafter be brought within the jurisdiction of the "Association."

SECTION 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set out or such further restrictions as may be imposed by any applicable zoning ordinance. PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage equal to St. Tammany Parish minimum standards, as shown on the plat.

SECTION 6. "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 which is a part of the "Development," including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each "Owner" shall be a member of the "Association."

SECTION 7. "Unit" shall include any and all individually owned patio home, townhouse, condominium or apartment and shall include without limitation condominium units or apartments as terms are defined in La. R.S. 9:1121, et. seq., (the Horizontal Property Act) or any amendments or revisions thereof effective subsequent to the date of recordation of this Master Declaration.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. Owners' Easement of Enjoyment. Every Owner shall

have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the members of the Association and their guests; and

(b) the rights of the Association to suspend the voting rights and rights to use of the recreational facilities by an Owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and

(c) the rights of the Association to dedicate or transfer all or any part of the Common Areas to any public Agency, authority, or utility for such purposes and subject to such conditioned as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-third (2/3) of each class of members agreeing to such dedications or transfer has been recorded; and

(d) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for its purpose of acquiring and improving Common Areas and related facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosures; and

(f) the right of the Association to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Common Areas.

SECTION 2. Delegation of Use, any Owner may delegate, in accordance with the Association By-Laws, his right to enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Additions. So long as there are Class B members of the Association, addition property may be annexed to the above described Subdivision, subject to the same covenants, conditions, and restrictions, without the assent of the Class A members of the Association, if any. However, no rights to the beneficial use of Common Areas nor services of the Association shall be granted or extended to any other property unless and until it is annexed to the real estate described in "Exhibit A" as hereinafter provided.

Any annexations made pursuant to this article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which Supplementary Declaration shall extend the covenants, conditions and restrictions contained herein to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications as may be necessary to reflect the different character or use, if any, of such annexed property. Provided however, that in no instance shall any such addition or modifications be substantially inconsistent with the provisions of this Master Declaration nor shall they represent a lower standard for such development than required by St. Tammany Parish.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot or unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or unit which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of lots or units with the exception of the Developer and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit, all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

Class B. The Class B member(s) shall be the Developer which shall be entitled to three (3) votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier;

(a) when the total potential votes in Class A membership reaches 1,500, or

(b) upon voluntary surrender of said Class B memberships by the Developer, or

(c) upon the lapse and/or surrender of all the Class B memberships, as provided for in this Article.

(d) Class "B" membership shall be exempt from payment of any dues or assessments until the total votes in Class A membership reaches 1,500 or upon voluntary surrender of the said Class B membership by the Developer.

The Developer shall continue to be a Class A member of the Association as to each and every lot or unit in which it holds an interest otherwise required for such Class A membership.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual

assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide services and to promote the recreation, health, and welfare of the residents in the Development. An adequate reserve for replacements of facilities and equipment shall be established and funded from the annual assessment. The funds of this reserve shall be deposited separately in an account insured by the United States Government. It may be used only for the replacement and maintenance of improvements to the Common Areas or major repairs thereto warranted by their deterioration or through destruction from any cause.

The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

- (a) the cost of all operating expenses of the Common Areas and facilities and services furnished;
- (b) the cost of necessary management and administration;
- (c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;
- (d) the cost of adequate fire and extended liability insurance on all Common Areas and facilities and any other insurance the Association may effect;



(e) the cost of maintaining, replacing, repairing and landscaping the Common Areas and facilities as the Association's Board of Directors determine to be necessary and proper; and

(f) the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per lot or unit.

(a) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot or unit to an Owner, the maximum annual assessment may be increased by an amount greater than 10 percent by the vote or written assent of 51 percent of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51 percent of each class of members.

SECTION 5. Notice and Quorum For Any Action Authorized Under

Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members at their last known address as shown on the Association's records, not less than 10 days nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51 percent of each class of members; members, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and units and may be collected on a monthly or yearly basis as determined by the Association's Board of Directors.

SECTION 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots or units on the first day of the month following the initial conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual against each lot or unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner, at his last known address as shown on the Association's records, subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or unit have been paid.

SECTION 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the

rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or unit.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or unit shall not affect the assessment lien. However, the sale or transfer of any lot or unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such or transfer. No sale or transfer shall relieve such lot or unit from lien thereof.

SECTION 10. Limitation of Liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by 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 the Common Areas and community facilities or from any wire, pipe drain, conduit or the like. Neither the Association or the Developer shall be liable to any member 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 the Developer to comply with any law or ordinance or with the order or direction of any state, parish, municipal or governmental authority.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be

commenced, erected or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, and the appropriate building permit obtained from the Parish of St. Tammany, and after a one (1) year period following the last act of sale from the Developer, by the Association. The Developer or the Association may designate a representative or establish an architectural control committee to act for it. In the event said Developer, or the Association or its assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### PROTECTIVE COVENANTS

All lots shown on the plat of Lake Ramsey Development, Lakeshore Section (Exhibit "A") bearing numerical designation shall be known, described and used as residential lots. Not structure shall be erected, altered, placed or permitted to remain on any of said lots herein Designated as residential lots other than one residential unit constructed for the purpose of housing not to exceed one family.

SECTION 2. The term "Residential Purpose" shall generally be defined as single family homes, and shall exclude any and all home occupations, commercial and professional uses, and among other things, group quarters, duplex and multi-family residences, profit or non-profit service organizations, clubs, or lodges, churches and other similar, private or charitable enterprises. Non-residential

use of any numbered lot in the Development is expressly prohibited. No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.

SECTION 3. Nothing herein shall be deemed to prevent an Owner from leasing or renting his property for residential use, subject to all of the provisions of these covenants.

SECTION 4. The exterior of all structures and grounds related thereto within the Development must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve (12) months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 5. No main building or any extension or part thereof shall be erected on any single family residential lot in the Development nearer than thirty (30') feet from the front lot line or nearer than ten (10') feet from side street lot line or nearer than twenty-five (25') feet from the rear lot line of such lot as shown on the recorded plat. Furthermore, no residential unit in the Development may be located closer than twenty (20') feet to any adjoining residence. For the purpose of this section, all measurements shall be made from the exterior foundation of any residence, including the foundation of the garage, exclusive of exterior air conditioning or heating units.

SECTION 6. All dwellings in the Development shall include enclosed on-site parking facilities that accommodate at least one (1) automobile. Said parking structures shall be connected to the street by a concrete driveway. Under no circumstances will carports or open air sheds be allowed.

SECTION 7. In the event any person owns two or more adjacent building lots, and desires to construct a single dwelling occupying

a portion of both of said adjoining lots as the building site, then the restriction as to the dividing line between adjoining lots shall apply to said lots only in relation to the other adjoining lots. All other restrictions herein contained shall apply to the same extent as if said dwelling has been built on a single building lot.

SECTION 8. No lot or lots platted in the Development may hereafter be subdivided; however, nothing in this paragraph shall prohibit the building of a residence on any lot as originally platted or prohibit a purchaser from buying more than one lot in order to erect a larger single family dwelling.

SECTION 9. No residence, exclusive of lot cost, with an appraised value of less than One Hundred Thousand (\$100,000.00) Dollars, (exclusive of land value) based upon cost levels prevailing on the date this Master Declaration is recorded may be constructed in the Development, it being the intention and purpose of this section to insure that all residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Master Declaration is recorded at the minimum cost stated herein for the minimum permitted square foot area. The livable heated and cooled ground floor area of each residence, exclusive of open porches, enclosed automobile parking spaces and non-heated and cooled storage spaces, shall not be less than eighteen hundred (1,800) square feet.

SECTION 10. No Owner, in building, or causing to be built, a single family detached residence on any lot in the Development, shall substantially duplicate the exterior elevation, in design or architecture, of any other dwelling then existing on the same street as said lot Owner, unless approved by the Developer or the Architectural Committee. For the purpose of this paragraph, a dwelling shall be considered in existence from the time of excavations for the foundations are begun until said dwelling is removed or is destroyed.

SECTION 11. The plans and specifications for each residence constructed in said Development shall be submitted to the Developer or the designated representative or assigns, for approval prior to commencement of construction of any improvements upon any lot. Such approval shall not be unreasonably withheld. All plans and specifications submitted must conform to current requirements of the Southern Standard Building Code. A copy of such plans shall be furnished to the Developer for his files, without cost.

SECTION 12. No structure of a temporary character, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot in the Development at any time as a residence, either temporarily or permanently.

SECTION 13. No house trailer or mobile home shall be permitted in the Development at any time, whether used for residential purposes or not. Camper trailers, motor homes, large boats and/or boat trailers may be parked only within the property setback lines established herein and in conformance with Section 14 of this Article of the Master Declaration.

SECTION 14. Use and storage of all vehicles and recreational equipment upon lots, roadways and common areas within the Development shall be subject to rules provided herein.

(a) All vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard nuisance by noise, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Development.

(b) No motor vehicle, including but not limited to, trail bikes, mopeds, go-carts, motorcycles, and dune buggies, shall be driven upon lots, driveways, or parking areas within the Development except as a means of ingress and egress to the development. No motor vehicle of any kind shall be driven on pathways, bike trails or common areas established within the Development except as needed to maintain, repair, or improve

the common area.

(c) Overnight parking or recreational vehicles and related trailers and/or sports equipment shall be in areas designated for such parking. No such vehicles and equipment, including automobiles, may be parked on any street overnight.

(d) No motor vehicle may be repaired (except emergency repairs) on any lot, street or common area within the Development.

(e) No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on Residential property or on streets, except when making deliveries. Passenger vehicles, owned by a Resident, shall be stored on the Resident's ground and not on the street.

SECTION 15. Not more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a residence within the Development provided such pets are not kept or maintained for commercial purpose. No kennels or dog runs may be built in the "Subdivision". All pets must be kept on a leash and under the control of their owner when they are outside of the lot or unit and must not become a nuisance or other residents. All pets must be properly vaccinated and registered with appropriate public authorities.

SECTION 16. No building material of any kind or character shall be placed or stored upon any lot within the Development until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line during construction. No construction of any nature or storage of related material or equipment will be permitted in any street, drainage easement, or common area.

SECTION 17. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals by each owner, so as to maintain the same neat and attractive manner. Trees, shrubs and plants which



die shall be promptly removed from such lots. The above restrictions apply to all lots before and after a home is built on the lot. Should any Owner refuse or neglect to comply with the terms of this Section, before a residence is built on his lot, the Association or its assigns may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be assessed to reimburse the cost of such work.

SECTION 18. Each Owner will maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Clear cutting of lots that contain mature tree cover is prohibited.

SECTION 19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor may any such material be dumped into any street or drainage easement or Common Areas or into the water of Lake Ramsey.

SECTION 20. No clothesline shall be erected or maintained on any lot within the Development nor shall laundry be hung where exposed to view of the public or other Owners.

SECTION 21. The use of privies, septic tanks, cesspools or any individual system of sewage disposal is prohibited within the Development. All residences built within it shall be connected to the Development's sewer system. No individual portable water supply system shall be permitted on any lot in the Development. All residences built within the Development shall be connected to the Development's water system. No dwelling shall be occupied before water and sewer systems are installed and the dwelling is connected thereto.

SECTION 22. Ancillary structures including garages and storage buildings must be placed within the setback lines established in Section 5 of this article.

SECTION 23. No residence shall be constructed in the

Development with a finished floor elevation less than one (1) foot above the 100-year flood level established by the St. Tammany Parish engineer.

SECTION 24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All individual connections to public utilities are to be installed underground.

SECTION 25. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 26. No guns, firearms or weapons of any kind, including, but not limited to, BB and pellet guns, bows and arrow, or other weapons shall be allowed on any street or Common Areas or discharged anywhere within the confines of the Development.

SECTION 27. Exterior television or other antennas are prohibited within the Development. Each residence shall contain a built-in concealed television antenna system or be connected to a CATV system approved by the Association.

## ARTICLE VII

### GENERAL PROVISIONS

SECTION 1. All of the covenants, conditions, and restrictions appearing herein as well as those appearing in the deed or other conveyance or any lot or unit to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. If any Owner of any lot or unit bound by these covenants, conditions and restrictions, or their heirs, devisees, assigns or successors shall violate or attempt to violate the

provisions thereof, the Owner of any of said lot or unit may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, conditions and restrictions, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

SECTION 3. These covenants, conditions and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until year 2013 at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless the majority of the then Owners of the lots and units in the Development, shall, by written instrument be filed and recorded in the office of the Clerk of the Court of St. Tammany Parish at Covington, Louisiana, at any time after December 31, 2013. Provided, however, the covenants, conditions and restrictions herein contained may be amended at any time with the written consent of at least eighty (80%) per cent of the Owners of lots and units in said Development, exclusive of their mortgages.

SECTION 4. So long as the Developer or participating builders are engaged in developing or improving any portion of the Development, such persons shall be exempted from the provisions of Article VI affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance of model residences. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Development.

SECTION 5. After a one (1) year period following the last act of sale from the Developer to a builder or individual, all consents required in this Article from the Developer shall be transferred to

the Association, whose consent shall be required in lieu of the Developer's consent.

The invalidation of any one or more of these Restrictions by a Judgment or Court Order shall in nowise affect any of the other Restrictions, herein, which other Restrictions shall remain in full force and effect.

THUS DONE AND PASSED on the day, month and year first above written, in the presence of Charlotte Cleland and Jo Hand competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

SOUTHEAST INVESTMENTS, INC.

Charlotte Cleland

BY: J. Brent Powell  
J. BRENT POWELL, President

Jo Hand

Thomas G. Hance  
NOTARY PUBLIC

**EXHIBIT "A"**

A CERTAIN PIECE OR PORTION OF GROUND situated in Sections 10 & 15, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the section corner common to Sections 9, 10, 15 and 38, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, go North 89 degrees 47 minutes 07 seconds East-335.66 feet; thence South 89 degrees 32 minutes 01 seconds East-360.13 feet and South 89 degrees 53 minutes 33 seconds East-1973.51 feet to the Point of Beginning. From the Point of Beginning, go North 00 degrees 17 minutes 50 seconds East-671.53 feet; thence South 89 degrees 55 minutes 41 seconds East-250.39 feet; thence South 00 degrees 04 minutes 19 seconds West-537.23 feet; thence South 89 degrees 55 minutes 41 seconds East-235.44 feet; thence go along a curve to the left having a radius of 63.00 feet an arc distance of 107.47 feet; thence North 07 degrees 40 minutes 00 seconds West-56.70 feet; thence go along a curve to the right having a radius of 150.00 feet an arc distance of 529.77 feet; thence South 14 degrees 41 minutes 20 seconds West-44.69 feet; thence South 13 degrees 32 minutes 06 seconds West-144.98 feet; thence along a curve to left having a radius of 100.00 feet an arc distance of 219.39 feet; thence along a curve having a radius of 100.00 feet an arc distance of 5.69 feet; thence along a curve to the left having a radius of 573.00 feet an arc distance of 218.69 feet; thence along a curve (not tangent) to the right having a radius of 90.00 feet an arc distance of 101.46 feet; thence along a curve to the right having a radius of 155.00 feet an arc distance of 211.87 feet; thence South 01 degrees 40 minutes 21 seconds West-161.96 feet; thence South 04 degrees 48 minutes 09 seconds West 202.02 feet; thence along a curve to the left having a radius of 187.50 feet an arc distance of 192.00 feet; thence along a curve to the right having a radius of 171.00 feet an arc distance of 532.75 feet; thence North 55 degrees 21 minutes 46 seconds West-278.21 feet; thence along curve to the right having a radius of 603.50 feet an arc distance of 251.29 feet; thence along a curve to the left having a radius of 307.01 feet an arc distance of 161.97 feet; thence North 28 degrees 15 minutes 57 seconds East-270.00 feet; thence North 61 degrees 44 minutes 03 seconds West-397.92 feet; thence along a curve to the left having a radius of 617.50 feet an arc distance of 303.47 feet; thence North 89 degrees 53 minutes 33 seconds West-30.16 feet; thence South 00 degrees 17 minutes 50 seconds West-10.00 feet; thence North 89 degrees 53 minutes 33 seconds West-150.00 feet back to the Point of Beginning.

Said property contains 19.75 acres more or less.