

# Ruelle du Chene Property Owners Association

P.O. Box 1355 ~ Madisonville LA 70447-1355

RESTRICTIONS AND COVENANTS

UNITED STATES OF AMERICA

BY

RUELLE du CHENE DEVELOPERS, L.L.C.

STATE OF LOUISIANA

FOR

RUELLE du CHENE SUBDIVISION

ST. TAMMANY PARISH

BE IT KNOWN, that on this 20<sup>th</sup> Day of December 2001,

BEFORE ME, the undersigned authority, a Notary Public, in and for the State and Parish aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

RUELLE du CHENE DEVELOPERS, L.L.C., A Louisiana Limited Liability Company domiciled in the Parish of St. Tammany, State of Louisiana, represented herein through its managers, Vaughn Knight and Steven M. Blanc, Sr., duly authorized by a Certificate of Authority attached hereto and made a part hereof (hereinafter referred to as "Owner").

WHEREAS, Owner, is the record owner of certain immovable property which, in its totality, is commonly known as Ruelle du Chene Subdivision, more particularly described as follows:

Lots 1 thru 76, inclusively, Ruelle du Chene Subdivision, Parish of St. Tammany, State of Louisiana, as more fully described on plan of Subdivision by John G. Cummings & Associates dated November 29, 2001, last revised December 19, 2001, being Map File No. 2161, (hereinafter referred to as "The Property").

WHEREAS, Owner desires to provide for the preservation of values and amenities in the Property, and to encourage development that is in harmony with the conception and aesthetic theme of the Property; and to this end, Owner desires to subject the Property to certain covenants, restrictions, privileges, and obligations, as hereinafter set forth, for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, Owner hereby declares that the Property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, privileges, restrictions and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of the Property, and which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Owner, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, each of whom shall have the right to enforce specific performance of these provisions.

## I. ARCHITECTURAL CONTROL COMMITTEE

- A. Composition of Committee. - There is herein created the Ruelle du Chene Architectural Control Committee (RDCACC) which shall consist of two members, none of whom shall be required to meet any particular qualification for membership. The term of each member shall be two years and shall extend until appointment of his successor. Vacancies created by resignation or removal shall be filled by Owner or the Homeowners Association as provided below.

- B. Appointment and Removal. - For a period of seven (7) years from the date of the filing of these Master Deed Restrictions, the right to appoint and remove all members of the RDCACC shall be vested in Owner unless prior to the expiration of said seven (7) years, Owner shall file a declaration waiving said right. After the expiration of said seven (7) years or the filing of a waiver of rights, the right to appoint and remove all members of the RDCACC shall vest in the Homeowners Association. Members of the RDCACC shall receive no compensation; however, it may hire a staff including by way of illustration and not limitation, architects, experienced field inspectors and secretary.
- C. Release of Liability - By submitting plans and specifications to the RDCACC, the party so submitting the plans relieves and releases the RDCACC and each and every one of its members from any liability or responsibility for failing to discover or point out any deficiencies in said plans and specifications. The RDCACC does not intend to, nor will it act as the architect or construction supervisor for the applicant, it at all times being the responsibility of the applicant to obtain its own professional assistance. Should a third party file suit or threaten litigation over applicant's project against the RDCACC or any of its members, then the applicant agrees to hold harmless and indemnify the RDCACC and each of its members from any liability or responsibility arising out of, or in any way connected with the performance of the RDCACC's duties as set forth herein, and in the Rules and Regulations promulgated by the RDCACC.
- D. Authority to Establish Rules and Regulations - The RDCACC shall have the authority to establish Rules and Regulations for construction of buildings and projects; however the RDCACC's minimum requirements for Ruelle du Chene subdivision shall consist of the following:
1. No single family residence shall be constructed with a living area less than 1500 square feet and a total area under the roof of 1850 square feet (inclusive of a garage). All residences shall contain a two-car garage minimum. Patios and porches shall not be considered as living area or garages. Garages shall not be considered as living area. Any additions to residences not part of the original plans submitted to RDCACC shall require the approval of RDCACC prior to construction of such additions.
  2. Culverts are required for drainage under driveways. It shall be the sole responsibility of the property owner, contractor, or both, to insure that the culvert placed under a particular driveway is the proper size, and placed at the proper elevation. All driveway culvert sizes will be 18" BCCMP (Bituminous Coated Corrugated Metal Pipe) or equivalent.
  3. In order to have a single point of responsibility and to maintain the integrity and uniformity of the ditches and drainage within Ruelle du Chene Subdivision, the Architectural Control Committee has designated that all setting of elevations and culverts will be preformed by RDCACC approved companies.  
  
Only RDCACC approved companies may be contracted for setting the elevations, installing the culverts, confirming the elevations and issuing a certificate (after the drive way is set) that the elevations are within tolerance of the design. Builders or Owners will contract directly with these companies and all fees and expenses will be paid by the builder/owner promptly upon receipt of a statement of charges. Please contact the RDCACC for the approved contractors and surveyors name and phone number.  
  
All Builders or Owners are required to submit Culvert Verification Certificates to the RDCACC office prior to occupancy of the residence.
  4. Driveways and parking spaces shall not abut a property line. Single family residence shall provide two (2) or more off street parking spaces

beyond the set back lines. Front yard parking courts may be approved in addition to required parking if aesthetically constructed and landscaped. On street parking will be subject to towing. On street parking shall be allowed for parties, family gatherings, or other social functions, only. The habitual violators shall be notified to cease on street parking. All private roads, drives, or parking areas shall be of all-weather design constructed of concrete. Curbs must be secured to paving (where applicable) and be provided with expansion and contraction capabilities. All paving and walks must have sufficient slope to drain, and not hold water in any location.

5. Wooden bridges of any kind will not be allowed under any circumstances. Any and all means of ingress and egress involving lots and improved property will be by all weather concrete and culverts only. Headwalls can be used to prevent erosion, but must consist of a concrete foundation and can have concrete and/or brick as decorative top. Brick used must match that of the main structure, concrete used must match the driveway and walkway.
6. All requirements of the Zoning Ordinance for A-4 Single Family Residential Districts shall apply, except as revised herein:

Add the following requirements:

- a. Mechanical equipment for a/c or pools may be no closer to a side property line than five feet and must be screened from view by approved foliage or wood.
  - b. No T.V. discs may be located in front or side yards.
  - c. Ham radio aerials are prohibited unless approved by RDCACC.
  - d. Accessory buildings (shed, garages, storage, etc.) in required rear yards must be within the guidelines of applicable parish laws with regards to property lines and building lines. Any additions not submitted with original plans for approval, must be submitted prior to any construction of such addition for approval. No portion of any structure (permanent or temporary) shall be any closer to property lines than 10' - 0".
  - e. Boats shall not be located in the front yard, but rather will be placed either inside an enclosed garage or in a side or rear yard behind a fence or appropriate foliage as to conceal them from view.
  - f. Home Builders and/or contractors shall be required to submit to RDCACC a spot survey and /or slab spot prior to sale of home, as to insure compliance of setback requirements.
  - g. Landscaping is required for each home constructed. 100 s/f of landscaping in the front of the home shall be the minimum allowed. Specific types of foliage is not required for approval of plans. Completed homes must sod at least the front yards and a 5' perimeter on the side and rear, with grass, within 30 days of completion.
7. Fencing for residential lots shall not extend into the required front yard unless specifically approved by RDCACC. Front yard fencing where approved must be of wood, ornamental metal, masonry or a combination of masonry and wood or masonry and ornamental metal and shall not exceed 3' in height.

Construction of permitted fencing shall be as follows:

- a. The height shall not exceed 6'-0" (3'-0" in front yard) unless specifically excepted by RDCACC.
- b. The support posts shall be no greater than 8'-0" o.c. Wood is to be redwood or cedar, or treated wood.
- c. Fencing must be on property line.
- d. No corrugated metal, hurricane, picket, or page fences will be allowed on any lot. Vinyl Fencing will be allowed provided that it is approved by RDCACC prior to erection.

The RDCACC shall have authority to establish and enforce additional rules and regulations for construction of buildings and projects within the subdivision, which said rules and regulations may be amended at any time and from time to time by a majority vote of the RDCACC.

- E. Authority to Grant Variances - The RDCACC shall have the power and authority to grant variances from the strict application of any of these covenants imposed herein or in accordance herewith, provided that such variances shall not subvert the purpose and principal thereof; and the grant of such variance will, in the opinion of the RDCACC, improve the quality and/or appearance of the project or alleviate practical difficulties or undue hardships. Such variances as may be approved by the RDCACC shall be considered on an individual, case by case basis, and shall not be considered as setting a precedent for future decisions by the RDCACC, nor shall such approval negate any future application of the restrictions so varied with respect to other portions of Property.

## II. LAND CLASSIFICATION AND USE

- A. Zoning Classifications. - All lands within the Property have been subdivided and zoned by Owner into one classification:
  - 1. Single Family Residential Districts - All requirements of the Zoning Ordinances for A-4, Single Family Residential Districts shall apply. Builders who maintain a furnished "Model Home" (not just a spec home) will be allowed to maintain an office located within the furnished "Model Home"
- B. Prohibited Uses of Property and Other Obligations.
  - 1. Encroachments - No tree, shrub, or other planting, sign or other obstruction shall be permitted to overhang or otherwise encroach on any street, road, sidewalk or other pedestrian way without the prior written approval of the RDCACC.
  - 2. Machinery and Equipment - No machinery or equipment shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment which is usual or customary in connection with the improvement constructed thereon or in connection with the construction of a structure permitted and authorized pursuant to these Master Deed Restrictions.
  - 3. Nuisances - Obnoxious or offensive activities shall not be permitted at any time on any lot, nor shall any activity be permitted at any time on any lot which may be or may become an annoyance or nuisance to the other property owners. Discharge of firearms, explosives, fireworks, or noise making devices of any type and use of outdoor speaker and music systems (unless specifically permitted by the RDCACC) shall not be permitted at any time.

4. Parking - Provision for off-street parking for all occupants and visitors shall be provided by the owner of a lot. No vehicle shall be parked overnight or for any extended period of time on streets or other areas not specifically designated for parking, it being the intent that to the extent reasonably possible no parking shall be permitted on streets, green areas, neutral grounds, etc. All parking areas shall be surfaced in accordance with the Rules and Regulations.
  
5. Temporary Vehicles - No junk vehicles, commercial vehicles, trailer, camp truck, tractor trailer, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon the property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within and enclosed by a 6' 0" high (wood or masonry) fence not less than 80' 0" from the front property line and 10' 0" from any side property line or within an enclosed garage. The parking of any vehicle within a street right-of-way is strictly prohibited and subject to towing at the owners expense.
  
6. Maintenance of Lots - Each owner of a portion of the property shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair.
  
7. Refuse Containers - Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practical be maintained at the rear of the lot. Locating such refuse containers near the street shall be permitted only during time of pickup.
  
8. Resubdivision and Rezoning Property - No portion of the Property may be resubdivided.
  
9. Recreation Area. - A recreation area has been established within the subdivision, identified as "Recreation Area" on plan of subdivision for Ruelle du Chene by John G. Cummings & Associates dated November 29, 2001, last revised December 19, 2001, being Map File No. 2161.  
  
 Owner shall transfer to Homeowners Association, the designated Parcels, (referred on plats as Recreation Area). No driveways, roadways, or other encroachments shall be constructed across any drainage right-of-way or Recreation Area. The Parcel (Recreation Area) shown on the final plat of Ruelle du Chene Subdivision shall be maintained by the Homeowners Association at the expense of all property owners in Ruelle du Chene Subdivision.
  
10. Electrical Distribution Service and Street Lighting. - All electrical distribution lines and house connections shall be buried underground. Lighting standards must be consistent with those of other subdivisions or better and must be serviced by underground cable.
  
11. Drainage - All drainage facilities shall be sufficient to eliminate as much as possible unsightly or hazardous ponding conditions. The RDCACC shall have full authority to make such requirements as it deems necessary to avoid such conditions and to assure that the neighboring properties are not adversely affected by drainage from or to the property being improved.

Topo information relative to center line of street, grades proposed for structure floors, landscaped areas, on site drainage grades. Drainage onto another lot is not allowed.

Minimum elevation of slabs will be 12” above center line of street (for properties located in Flood Zone “C”), at center point of lot to be constructed on. With regard to properties located in Flood Zone AA”, minimum elevations must be obtained from the parish Governing Authority. Builders, contractors, and/or homeowners may be required to construct swale ditches between lots to insure proper lot drainage. All lots shall drain toward streets.

- C. Further Restriction on Use - Nothing contained above shall be construed to prohibit or limit the filing of restrictive covenants covering individual Parcels of the Property which contain further and additional restrictions on the use of The parcels covered by such restrictive covenants.

### III. ARCHITECTURAL CONTROL AND CONSTRUCTION

- A. Approval of Construction - No subdivision shall be developed or structure or other physical improvement erected or substantially altered on any portion of the Property by any person without the prior written approval of the RDCACC. For purposes of this section, an addition to a present structure shall be considered a structure and shall require architectural approval.
- B. Necessary Information - The list of information which must be submitted in order to obtain approval from the RDCACC shall be shall be provided by the RDCACC.
- C. Time for Approval. The RDCACC shall have a reasonable time to approve or disapprove an application. After time has expired, if Applicant has not been notified of approval or disapproval, Applicant shall notify RDCACC in writing and thereafter RDCACC shall have five (5) days to act on the application, otherwise, the approval shall be automatically granted. Any disapproval shall be accompanied by a list of deficiencies which may be corrected and resubmitted for approval.
- D. Standards for Approval -The RDCACC shall grant approval only if it determines, in its sole and absolute discretion, that:
  - 1. The applicant has furnished all information required by the RDCACC;
  - 2. The proposed structure or other improvement shall conform to the requirements of the Master Deed Restrictions covering the property on which the structure or other improvement will be constructed;
  - 3. The proposed structure or other improvement shall conform to the aesthetic standards and master plan in effect at the time of the approval and as established or to be established or modified from time to time by RDCACC for the Property as a whole as to quality of workmanship and materials and as to harmony of external design and location with existing and proposed structures, and/or improvements; and
  - 4. The proposed structure or other improvement shall comply with all applicable laws and ordinances.
- E. The exterior design - and exterior materials for all structures and other physical improvements contemplated in the development and the construction plan are comparable or exceed the quality of exterior design and exterior materials utilized in developments of the highest quality in the Greater New Orleans area of similar type and size. The exterior portion of the homes facing the street (called “FRONT” of house) shall be constructed of brick and stucco or brick and vinyl or stucco and vinyl. All vinyl houses are prohibited.
- F. Proceeding with Work - Upon receipt of approval and a Certificate to Proceed from the RDCACC the applicant shall, as soon as possible (and upon issuance of

a permit by the applicable governmental agency), satisfy all terms and conditions thereof and diligently proceed with the commencement and completion of all construction, refinishing, alterations and excavations pursuant to said approval; provided, however, such commencement shall occur, in all cases, within six (6) months from the date of the Certificate to Proceed. If the applicant shall fail to comply strictly with this paragraph, any approval given pursuant to this section shall be deemed revoked unless the RDCACC, upon written request of the applicant made prior to the expiration of said six (6) month period, extends the time of such commencement. NO such extension shall be granted except upon finding by the RDCACC in its sole and absolute discretion, that there has been no change in the circumstances under which the original approval was granted.

- G. Failure to Complete Work - The applicant shall complete the construction, reconstruction, refinishing or alteration of any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered objectively impossible or would result in great hardship to the applicant due to labor disputes, fires, national emergencies, natural calamities or other supervening forces beyond the reasonable control of the applicant or his agent; provided the overall development of an entire or substantial portion of an entire Parcel pursuant to an approved development and construction plan shall be completed within the period of time contemplated by the approved development and construction plan. In the event that construction of an entire Parcel or substantial portion of an entire Parcel is not completed as aforesaid, the Homeowners Association, upon the recommendation of aforesaid, the Homeowners Association, upon the recommendation of the RDCACC shall have the right to assess the owner of the said Parcel for the cost of completion and enforce said assessment in accordance with the provision of these Master Deed Restrictions.
- H. Landscape Control - No earth, dirt, soil or rocks, fully matured trees of more than 5" diameter (DBH), or shrub with a branch spread of more than 4' shall be removed from any portion of the Property without the prior approval of the RDCACC.

#### IV. HOMEOWNERS ASSOCIATION

- A. Establishment and Membership - Owner and Developer has established and incorporated a non-profit corporation (The Ruelle du Chene Homeowner's Association, Inc.) composed of the owners of the parcel 1 through 76, both inclusive and the greenspace areas. The Parish of St. Tammany and the Nature Conservancy are not a member of The Homeowner's Association even if it becomes owner of any Greenspace areas. Owner of unsold parcels (Ruelle du Chene Developers, L.L.C.) shall be deemed a member of the Homeowners Association.
- B. Voting - The purchaser of a Parcel pursuant to these restrictive covenants covering such Parcel shall have one vote for each parcel owned. In addition to the votes Owner may have as an owner of a Parcel(s), Owner shall have 76 votes for a period ending on the earlier of (I) the date Owner conveys its last remaining Parcel of the Property, or (II) the date Owner files a declaration waiving said additional votes. Any action of the Homeowners Association shall be approved by a majority of the votes cast at a regular meeting of the Association.
- C. Duties of Homeowners Association - The Homeowners Association shall perform the following duties for the enhancement and improvement of the Property:
1. Own, operate and maintain for the benefit of its members all portions of the Property, if any, conveyed to the Homeowners Association by Owner, including by way of illustration but without limitation, entrance features, green space, rights-of-way, and any additional open spaces.

2. Obtain and maintain insurance and pay property taxes on any portion of the Property owned by the Homeowners Association.
3. Appoint and remove members of the RDCACC as provided in these Master Deed Restrictions.
4. Maintain and repair any portion of the Property including, if deemed necessary by the Homeowners Association, any part of the Property dedicated to the public but not adequately maintained by the appropriate governing authority. In the event said portion of the Property is not maintained by The owner thereof, in accordance with section II.B.6, above, the Homeowners Association shall have the right to assess the owner of said portion of the Property for all costs expended by the Homeowners Association for maintenance and repair and to enforce such assessment as provided in Section IV.E. below.
5. Enforce each of the provisions of these Master Deed Restrictions.
6. Enforce the Rules and Regulations established by the RDCACC.
7. Establish rules and regulations which in the sole discretion of the Homeowners Association are deemed necessary and proper to carry out the responsibilities and duties of the Homeowners Association as set forth herein.
8. The rules, regulations and restrictions of the Nature Conservancy shall control the green space dedicated to the Nature conservancy and such rule, regulations and restrictions shall supercede these Deed Restrictions.

D. Assessments - The Homeowners Association shall have the power to assess its members for the costs and expense of performing each of its duties set forth in these Master Deed Restrictions.

1. Regular Assessments. - In the event the duties of the Homeowners Association require continuous and repeated expenditures, the Homeowners Association shall determine on/or before December 1st, of each year an estimate and budget of the total expenditures to be made by the Homeowners Association during the following calendar year. Said amount shall be assessed against each Quarterly installments on January 1st , April 1st , July 1st and October 1st . Assessments shall be pro-rated based on the date of act of sale. In the event the Homeowners Association determines that the amounts so assessed are inadequate to meet the actual expenditures of the Homeowners Association, the Homeowners Association shall levy a special assessment to collect such differences. In the event the amounts so assessed exceed the actual expenditures, the Homeowners Association shall, in its discretion, apply such excess against the estimate of expenditures for the next period, refund such excess to the parties assessed, or put to vote of the general membership how the additional funds should be used or applied.
2. Special Assessment - In the event the duties of the Homeowners Association do not require continuous and repeated expenditures, no budget for regular assessments shall be required and the Homeowners Association shall determine the actual cost of specific expenditures and make special assessments therefore against the owners. Special assessments may also be made by The Homeowners Association to recover actual expenditures in excess of the regular assessment.

The Homeowner's Association financial records shall be reviewed annually by a certified public account chosen by the Board of Directors of the RDCACC at their sole discretion to insure the proper collection and disbursement of all assessments.



Each and every resident and/or home owner in Ruelle du Chene Subdivision is hereby required to purchase from the Ruelle du Chene Property Owners Association, Inc., a mail box of predetermined color and style as to provide uniformity. The cost of said mailbox shall be determined at the time the resident occupies said residence. Resident/homeowner shall pay the cost of the mailbox plus the installation cost associated. It is agreed and understood that said mailbox is purchased from a reputable company and that the exact cost of the mailbox and installation cost are the only cost that will be incurred by resident/homeowner. No profit of any kind shall be realized by RDCACC.

- E. Enforcement of Assessments and Covenants - Each regular or special assessment levied hereunder shall be a debt and obligation of the Parcel against which it is levied and of the owner of said Parcel. In the event of non-payment of an assessment within fifteen (15) days of the notice of the assessment, a lien affidavit setting forth the amount due shall be filed against the Parcel and the owner of said Parcel as authorized by and provided for in Louisiana Revised Statute 9:1145 et seq. The Homeowners Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, and to enforce any other provisions of these Master Deed Restrictions and/or Rules and Regulations.

Any act, omission or commission in violation of these covenants may be enforced or restrained by injunctive relief without necessity or obligation of the Homeowners Association to furnish a bond for any injunctive relief. In any successful action by the Homeowners Association against a lot owner to enforce the provisions of these covenants, the lot owner shall pay the reasonable attorney's fee incurred by the Homeowners Association in connection with any such suit.

- F. Organization of Homeowners Association - The Homeowners Association is a non-profit corporation and will be organized and operated in accordance with the laws of the State of Louisiana.

V. GENERAL PROVISIONS

- A. Definitions - The term "Parcel", when used in this instrument, refers to each of the parcels into which the Property is presently divided, as shown on the Ruelle du Chene Plat. The term "Owner", when used in this instrument, refers to Ruelle du Chene Developers, L.L.C., its successors or assigns.
- B. Term - Each provision of this instrument shall remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years unless within one (1) year prior to the expiration of the initial twenty-five (25) year period, or within one (1) year prior to the expiration of any ten (10) year period of extended duration, the covenants and restrictions contained in this instrument are terminated by recorded instrument signed by the record owners of not less than two-thirds (2/3) (in land area) of property then subject to these covenants and restrictions.
- C. Amendments - Ruelle du Chene Developers, L.L.C., or any successor developer, reserves the right to amend or repeal these restrictions, without the consent of the owners of record until such time that Ruelle du Chene Developers, L.L.C., or any successor developer, has conveyed all of the lots covered by the restrictions herein. When all of the lots have been conveyed by Ruelle du Chene Developers, L.L.C., or any successor developer, any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal executed by the purchasers of record of not less than fifty-one percent (51%) (in land area) of the Property subject to these restrictions as of the date of the instrument of amendment provided, however, that if Owner is directly or indirectly (i.e. mortgagee) the owner of any portion of the

property as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of Owner.

- D. Effect of Provisions of this Instrument - Each provision of this instrument shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the property is granted, devised, or conveyed, whether or not set forth or transferred to in such deed or ocher instrument.
- E. SEVERABILITY - The invalidity or unenforceability of any provision in this instrument, in whole or part, shall not effect the validity or unenforceability of any other provision or any valid and enforceable part of a provision of this instrument.
- F. CONFLICT. These Master Deed Restrictions are intended to be in addition to and not in place of the Laws and Ordinances of the Parish of St. Tammany and the State of Louisiana; and, in the event of conflict between any provision of these Master Deed Restrictions and any provision of Law and/or Ordinance, the stricter provision shall apply.
- G. CAPTIONS - Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this instrument.
- H. NO WAIVER - Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision or of any other provision of this instrument.
- I. EFFECTIVE DATE - This instrument shall become effective when it is duly recorded in the conveyance records of St. Tammany Parish.

IN WITNESS WHEREOF, Owner has executed this instrument on the date set forth above in the presence of the undersigned witnesses, after reading the whole.

WITNESSES:	RUELLE du CHENE DEVELOPERS, L.L.C.
	BY: _____ Vaughn Knight
	BY: _____ Stephen M. Blanc, Sr.
_____ NOTARY PUBLIC <i>(Appropriate Signatures Applied and Submitted to State of Louisiana Secretary of State)</i>	

AMENDMENT TO RESTRICTIONS AND COVENANTS  
OF RUELLE DU CHENE SUBDIVISION

BY: RUELLE DU CHENE DEVELOPERS, L.L.C.

BE IT KNOWN that on this 23<sup>rd</sup> day of November, 2004,

**BEFORE ME, JULIAN J. RODRIGUE, Jr.**, a Notary Public in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

RUELLE DU CHENE DEVELOPERS, L.L.C., a Louisiana Limited Liability company domiciled in the parish of St. Tammany State of Louisiana, represented herein through its managers, Vaughn Knight and Stephen M. Blanc, Sr., duly authorized by a Certificate of Authority attached hereto and made part hereof, (hereinafter referred to as "Owner").

who declared that:

WHEREAS, Owner caused to be inscribed RESTRICTIONS AND COVENANTS OF RUELLE du CHENE SUBDIVISION of recorded at COB instrument #1282257 of the records of St. Tammany Parish, and

WHEREAS, Section V. GENERAL PROVISIONS, Paragraph C. Amendments, of these restrictive covenants, provide that Ruelle du Chene Developers, L.L.C. may amend the restrictions until that have conveyed all the lots covered by the restrictions; and

WHEREAS, Owner desires to amend the restrictions,

NOW, THEREFORE, Owner does hereby amend the restrictive covenants of Ruelle du Chene Subdivision as follows:

Section IV. HOMEOWNERS ASSOCIATION, Paragraph D. Assessments shall be amended to add sub-Paragraph 3 as follows:

D. Assessments

3. Lots 1, 3, 6, 7, 10 and 11, Ruelle du Chene Subdivision, Phase 2 shall at all times be exempt from any assessments or dues imposed by the Homeowners Association and shall not be required to pay any such assessments or dues.

AND

Section V. GENERAL PROVISIONS, paragraph C, Amendments shall be amended to add a last paragraph as follows:

Amendments – Ruelle du Chene Developers, L.L.C., or any successor developer, reserves the right to amend or repeal these restrictions, without the consent of the owners of record until such time that Ruelle du Chene Developers, L.L.C., or any successor developer, has conveyed all the lots covered by the restrictions herein. When all of the lots have been conveyed by Ruelle du Chene Developers, L.L.C., or any successor developer, any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal executed by the purchasers of record of not less than fifty-one percent (51%) (in land area) of the property subject to these restrictions as of the date of the instrument of amendment provided, however, that if Owner is directly or indirectly (i.e. mortgagee) the owner of any portion of the property as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of Owner.

However, Section IV HOMEOWNERS ASSOCIATION, Paragraph D. Assessments, sub-Paragraph 3. shall only be amended by the recording of a written instrument specifying the amendment or the repeal of this provision executed by the purchasers of record of not

less than 100 percent of the property subject to these restrictions as of the date of the instrument of amendment.

IN WITNESS WHEREOF, Owner has executed this instrument on the date set forth above in the presence of Constance V. Barry and Kim R. Jenkins, the undersigned competent witnesses, after reading of the whole

WITNESSES:	RUELLE du CHENE DEVELOPERS, L.L.C.
_____	BY: _____
Constance V. Berry	Vaughn Knight
_____	BY: _____
Kim R. Jenkins	Stephen M. Blanc, Sr.
_____ NOTARY PUBLIC Julian J. Rodrigue, Jr. <i>(Appropriate Signatures Applied and Submitted to State of Louisiana Secretary of State)</i>	