

**DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
FOR THE SUBDIVISION KNOWN AS
"AUDUBON TRAIL"**

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

BY: STEP THREE INVESTMENTS, L.L.C.

BE IT KNOWN, that on this 5th day of January, in the year of Our Lord, two thousand and sixteen:

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

PERSONALLY CAME AND APPEARED:

STEP THREE INVESTMENTS, L.L.C., a Louisiana limited liability company, domiciled in the Parish of St. Tammany, State of Louisiana, herein represented by its duly authorized Member, Mark Malkemus, by virtue of the Certificate of Authority which is annexed hereto and made a part hereof, and having a mailing address of 712 Cottage Lane, Covington, Louisiana 70433, and hereinafter sometimes referred to as "Developer".

Said Developer does declare as follows:

WHEREAS, the Developer is the owner of a parcel of land located in Section 15, Township 7 South, Range 11 East, in St. Tammany Parish, Louisiana, more fully described herein; and

WHEREAS, the Developer is developing a residential community on the parcel of property described herein as a subdivision to be known as "Audubon Trail"; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of Common Areas to be developed as a part of said residential community; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the final subdivision plat of McLin & Associates, Inc., recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the Property described herein and parcels hereafter added, and the subsequent Owners thereof; and

WHEREAS, in order for the Developer to ensure a uniform plan of development it deems desirable for the efficient operation of the residential community, and for the maintenance of the values, amenities and safeguards provided in the residential community, to create an Association to which shall be delegated and assigned the power and duties of maintaining and administering the Common Areas, administering and enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Developer has formed or intends to form the "Audubon Trail Homeowners Association, Inc." ("Association") as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, the Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be

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binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, his successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the Property, as hereinafter defined.

Article I PROPERTY

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

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN SECTION 15, T 7 S-R 11 E, ST. TAMMANY PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTIONS 10, 11, 14 AND 15, T 7 S-R 11 E; PROCEED SOUTH 00 DEGREES 45 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 2488.30 FEET TO A POINT; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 420.14 FEET TO THE POINT OF BEGINNING:

THENCE South 08 degrees 57 minutes 17 seconds West for a distance of 381.61 feet to a point and corner;

THENCE North 88 degrees 41 minutes 22 seconds East for a distance of 12.21 feet to a point and corner;

THENCE South 01 degrees 35 minutes 38 seconds East for a distance of 57.76 feet to a point and corner;

THENCE North 88 degrees 41 minutes 22 seconds East for a distance of 365.42 feet to a point and corner;

THENCE South 01 degrees 35 minutes 38 seconds East for a distance of 175.03 feet to a point and corner;

THENCE South 88 degrees 41 minutes 22 seconds West for a distance of 265.42 feet to a point and corner;

THENCE South 01 degrees 35 minutes 38 seconds East for a distance of 35.00 feet to a point and corner;

THENCE South 88 degrees 41 minutes 22 seconds West for a distance of 1704.62 feet to a point and corner;

THENCE North 01 degrees 18 minutes 38 seconds West for a distance of 247.58 feet to a point and corner;

THENCE South 88 degrees 41 minutes 22 seconds West for a distance of 23.05 feet to a point and corner;

THENCE North 01 degrees 18 minutes 38 seconds West for a distance of 50.00 feet to a point and corner;

THENCE North 88 degrees 41 minutes 22 seconds East for a distance of 974.11 feet to a point and corner;

THENCE North 01 degrees 17 minutes 19 seconds West for a distance of 345.71 feet to a point and corner;

THENCE North 88 degrees 41 minutes 22 seconds East for a distance of 707.90 feet back to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 17.896 Acres, more or less.

All as more fully shown on the final plat of subdivision for Audubon Trail prepared by McLin & Associates, Inc. and recorded with St. Tammany Parish Clerk of Court as Map File No. 5479, a copy of which is attached hereto as "Exhibit A".

Without limiting the authority granted in Article XI, Section A of this Declaration with respect to amendments to the terms and provisions of this act of dedication and restrictions, this Declaration may be amended at any time, and from time to time, in accordance with the procedures set forth in Article XI, Section A, to add one or more additional parcels of property

to the residential community and to designate such additional covenants, conditions and restrictions for such additional property and such modifications of the then-current covenants, conditions and restrictions affecting the remainder of the Property as the Developer may deem appropriate.

Article II DEFINITIONS

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

- A. "**Architectural Control Committee**" shall mean the Architectural Control Committee of Audubon Trail, as established in Article VII of these Restrictive Covenants.
- B. "**Association**" shall mean and refer to Audubon Trail Homeowners Association, Inc., a non-profit, non-stock (membership) Louisiana corporation, and its successors, assigns or liquidators.
- C. "**Board of Directors**" shall mean the Board of Directors of Audubon Trail Homeowners Association, Inc.
- D. "**Builder**" shall mean a residential contractor duly licensed by the State of Louisiana, in good standing with the State of Louisiana and the Parish of St. Tammany and otherwise approved to construct homes within the Subdivision by the Developer.
- E. "**Common Areas**" shall mean and refer to all servitudes, street and parking spaces therein, neutral ground areas, detention ponds and the property immediately abutting same, green spaces, subsurface drainage facilities, irrigation systems for Common Areas, rear fences, water and electric meters, entrance gates, street lights, servitudes, real property, sidewalks, appurtenances and facilities (recreation or otherwise) now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association. "Common Areas" shall not include the Lots, as defined herein.
- F. "**Developer**" shall mean and refer to (i) Step Three Investments, L.L.C., its successors or assigns; or (ii) the lender who acquires the interest of the Developer.
- G. "**Lot**" shall mean the individual parcels of land designated as Lots 1 through 76 on the Plat.
- H. "**Member**" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in the Property.
- I. "**Owner**" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in the Property.
- J. "**Plat**" shall mean and refer to the final, official subdivision plat of the Subdivision, together with any future revisions thereof, prepared by McLin & Associates, Inc., recorded in the official map file records of the St. Tammany Parish Clerk of Court, a copy of which is attached hereto as "Exhibit A".
- K. "**Property**" shall mean and refer to all or any portion of the real property described in Article I, hereof.
- L. "**Regulations**" shall mean and refer to the rules and regulations of the Architectural Control Committee attached hereto as Exhibit "B", which govern the actions and responsibilities of the Architectural Control Committee, the review process, design review procedures, site planning, architectural style, design features and design criteria, among other matters.
- M. "**Streets**" shall mean the streets identified in the Plat as "Andrew Drive", "Eagle Loop"

and "Tiger Avenue".

- N. **"Subdivision"** shall mean Audubon Trail, the platted subdivision and lots approved by the St. Tammany Parish Planning Commission within the Property as set forth in the Plat.
- O. **"Zero Lot Line"** shall mean and refer to the side Lot line on which the wall of any improvement (including a garage) constructed thereon shall abut. It shall be the closed wall side of the dwelling and shall have no openings, except as otherwise approved by the Architectural Control Committee. This portion of the structure shall be positioned on the side Lot Line. The Developer, while he is a class B member, and when he is no longer a class B member, the Board of Directors of the Association, expressly reserves the exclusive right to change the existing Zero Lot Line with respect to any Lot or establish a Zero Lot Line for any Lot without procuring the consent of any Owner(s) or incurring any liability to any Owner as a result of such change or establishment of a Zero Lot Line.

Article III

OWNERSHIP OF COMMON AREAS, CREATION OF SERVITUDES

Section A. Transfer Right of Developer. The Developer has the unilateral right, but not an obligation, to transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas at the option of the Developer. There shall be no obligation on the part of the Developer to transfer any property whatsoever to the Association. However, the Association shall have a legal obligation to accept any such transfer of property, rights and/or obligations from the Developer.

Section B. Right of Control. Following any conveyance allowed in Section A, herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct facilities upon the Common Areas. The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas.

Section C. Creation of Servitudes. The following servitudes are established and/or reserved for the benefit of the Developer, Association or Subdivision, to wit:

- (1) During the period that the Developer owns any Lot or dwelling primarily for the purpose of sale, the Developer shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing dwellings and other improvements in and to the Lots and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Act or as the Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article III hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Developer have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether the Developer at that time retains ownership of a dwelling or Lot, the Developer shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as the Developer deems appropriate, provided that the Developer shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas.
- (2) There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from St. Tammany Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas in which dwellings are not constructed or erected, and for the

purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by the Developer, its successors or assigns, or by the Board of Directors of the Association, provided, however, that for so long as the Developer the class B memberships, the Board of Directors must obtain the written consent of the Developer prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier of services, with respect to the portions of the Subdivision so encumbered,

- (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities,
 - (ii) to cut and remove any trees, bushes, or shrubbery
 - (iii) to grade, excavate, or fill, or
 - (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.
- (3) There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or dwelling or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot or dwelling directly affected thereby.

Article IV OWNERS ASSOCIATION

Section A. Mandatory Association. For the purpose of controlling, regulating and maintaining the Common Areas for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Audubon Trail does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with La. R.S. 9:1145, et seq.

Section B. Membership. The Association shall have two classes of voting membership:

(1) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot by transfer from the Developer which is or becomes subject to this act of dedication shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

(2) There shall be two hundred (200) class B memberships, all of which shall be issued to the Developer, his successor or assigns. The class B member shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon surrender of said class B memberships by the then holder thereof for cancellation on the books of the Association.

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

in which the Developer holds the interest otherwise required for such class A membership.

Section C. Control by Developer. Notwithstanding any other language or provision to the contrary herein, in the Articles of Incorporation, or in the By-Laws of the Association, Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as long as class B memberships are outstanding and in effect. Every Owner in the Development, by acceptance of title to his Lot agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions. Upon the expiration or termination of all class B memberships, such right to appoint or remove members of the Board of Directors and officers of the Association shall pass to the Owners, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in his possession.

Article V RIGHTS AND OBLIGATIONS OF OWNERS ASSOCIATION

Section A. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation and By-Laws of Audubon Trail Homeowners Association, Inc., and Regulations established by the Association for the community, from time to time, and as amended, every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(1) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members; and

(2) The right of the Association, as authorized herein, to levy reasonable assessments or other fees for the use and maintenance of any of the Common Areas by the Members of the Association and its guests; and

(3) The right of the Association to pass and enforce Regulations for the use of the Lots, dwellings thereon, and Common Areas, including the right to enforce various sanctions against the Owners of Lots in Audubon Trail, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which the governing body of the Association deems necessary and proper.

Section B. Maintenance of Common Areas

(1) The Common Areas shall be maintained by the Association in good order and condition, free of trash, rubbish and suitable for the intended purposes for which they were established, at the cost and expense of the Association. After the cancelation of the class B memberships, the annual budget of the Association shall include projected expense items for the upkeep and improvement of the Common Areas.

(2) The Association shall pay all property taxes assessed against Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. Said policies of insurance shall be in amounts of at least One Million and No/100 (\$1,000,000.00) Dollars and shall name Developer as an additional insured and a certificate of insurance shall be furnished to Developer.

Section C. Regulations. Subject to the provisions hereof, the Board of Directors and/or the Architectural Control Committee may establish Regulations concerning the use of Lots, dwellings thereon, and the Common Areas. Copies of the Regulations and any amendments thereto shall be kept with the official records of the Association and shall be open for inspection

by the Owners and a copy of same shall otherwise be provided to any Owner upon the receipt of a request by the Association. Such Regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such Regulation be specifically overruled, canceled, or modified by the Architectural Control Committee.

Section D. Vehicular Traffic. All vehicular traffic on the Street in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana and St. Tammany Parish concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits where applicable and not otherwise prohibited by the laws of the State of Louisiana or the Parish of St. Tammany. To the extent not otherwise prohibited by applicable law, the Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision.

Section E. Limitation on Association Responsibility. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person, resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or caused by the disrepair of any pipe, plumbing, drain, lake, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

Article VI ASSESSMENTS

Section A. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, except for a Builder during the first twelve (12) months of its ownership of a Lot, who becomes a record owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a semi-annual sum herein sometimes referred to as "assessments" equal to one-half (1/2) of the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, which could include, but not limited to, the following:

- (1) The cost of garbage collection; and
- (2) The cost of necessary management and administration, including fees paid to any management agents and/or a management company; and
- (3) 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, if any; and
- (4) The cost of fire and extended liability insurance on the Common Areas and the cost of such other insurance as the Association may affect; and
- (5) The cost of mosquito spraying and/or other utilities and services which may be

provided by the Association, whether with respect to the Common Areas or otherwise; and

- (6) The cost of maintaining, replacing, repairing and landscaping the Common Areas (including, without limitation, the cost of maintaining, replacing and repairing the fences, drainage facilities, and green spaces of Audubon Trail and such equipment as the Board of Directors shall determine to be necessary and proper; and
- (7) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, or annual basis rather than on the semi-annual basis herein above provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or by abandonment of any Lot belonging to him. Notwithstanding the foregoing or any other provision of Dedication to the contrary, a Builder shall not be obligated to for any assessments under this Article VI during the first twelve (12) months it owns the Lot.

Section B. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the prior written assent of (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the members representing fifty-one percent (51%) of a quorum of the class A memberships. A meeting of the Members shall be duly called for assent by the class A memberships, notice of which shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section C. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the Member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non- payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, in which event such

interest, penalties, costs and reasonable attorney fees shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section D. Acceleration Of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section E. Annual Membership Assessment. Subject to the following sections, the initial maximum annual assessment for each of the Lots to which class A membership is appurtenant shall not exceed the sum of \$1,200.00 per annum. The Developer shall not be obligated to pay any assessments on any Lot owned by the Developer while the class B memberships are outstanding and in effect.

Section F. Increase In Maximum Assessment.

- (1) From and after January 1, 2017, the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.
- (2) From and after January 1, 2017, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding subsection by the prior written assent of (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the members representing fifty-one percent (51%) of a quorum, as established by the by-laws, of the class A memberships. A meeting of the Members shall be duly called for assent by the class A memberships, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section G. Lien Filing. Any installments on assessments shall be payable to the order of Audubon Trail Homeowners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under the deed restrictions shall be a debt and obligation of the Lot and the owner of the Lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be filed against the Lot and the Lot owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

Section H. Commencement Of Annual Assessment. One-half of the annual assessment for each class A membership shall be payable on the date of the Act of Sale of the Lot from the Developer, however the Owner shall not be responsible for that pro-rata share of the assessment accruing over the period of time preceding the date of his acquisition.

Section I. No Dues Discrimination. The imposition and assessment of dues and assessments shall not discriminate against any Lot Owner (including the Developer) or against any Lot or class or group of Lots unless the Owner so affected shall consent. No assessment or amendment to these restrictions shall operate to change any Lot Owner's share of the total expenses of the Association, or change the voting rights of its members, unless the record Owner of the Lot concerned and all mortgagees, who have duly recorded instruments in the records of

St. Tammany Parish and whose mortgage is registered with the secretary of this Association, shall join in the execution of such amendment or the adoption of such assessment or dues structure.

Section J. Attorney's Fees. In the event the Association retains an attorney for the enforcement of any part or portion of these restrictions, including the collection of dues or assessments and the enforcement of the maintenance obligations contained in Article IX and the use restrictions contained in Article X herein, the lot owner against whom such enforcement action is taken shall pay all costs, expenses and fees, including attorneys fees, incurred by the Association, in the event the Association prevails in such action.

Article VII RESTRICTIONS ON CONSTRUCTION OF IMPROVEMENTS

Section A. Planned Unit Development. The Subdivision has been zoned for development by St. Tammany Parish, Louisiana, as a Planned Unit Development (PUD), and it is a condition of the PUD that the improvements on the Lots in the Subdivision be constructed in conformity with the provisions and standards set forth herein. Each dwelling on a Lot shall be constructed, and if a dwelling is destroyed for any reason it shall be reconstructed, only in accordance with the provisions and standards set forth herein applicable to the Lot in question. Upon completion of construction, a dwelling cannot be modified or altered in any material manner from that which was originally approved pursuant hereto.

Section B. Standards. Without limiting the provisions of Section A of this Article VII, except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the Architectural Control Committee designated by it.

Section C. Architectural Control Committee- Operation. So long as the Developer is the holder of any class B memberships, the Developer shall serve in the capacity of the Architectural Control Committee and shall be unilaterally vested with all power of said committee established hereunder. Notwithstanding the foregoing, the Developer may delegate the authority granted above to any person or persons in the sole discretion of the Developer. After such time as the class B memberships shall have lapsed, the Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority

vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section D. Approvals and Permits. The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in their absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set by the Board of Directors.

Section E. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section D of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified herein above, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for non completion.

Section F. Regulations. The Architectural Control Committee is expressly granted the authority to promulgate, amend, modify and enforce the Regulations. The Regulations and any amendments thereto shall be duly filed with the Clerk of Court for the Parish of St. Tammany. To the extent there is a conflict between any of the provisions of this Declaration or the Regulations, the Developer, so long as it retains the Class B Membership or the Architectural Control Committee, once the Developer no longer retains the Class B Memberships, shall have the authority to determine which provisions shall apply.

Section G. Obligation to Use Builder. The Owner shall be obligated to use a Builder for the construction of any dwelling to be located upon a Lot. The Developer shall keep on file a list of each Builder and shall provide the list to any Owner upon request. Upon the submission of plans for any dwelling to the Architectural Control Committee, the Owner shall include the name and contact information of the Builder. An Owner shall be prohibited from using any other person, contractor or builder who does not meet the definition of a Builder as set forth in Article II, Section D above, for the construction of a dwelling on a Lot.

Section H. Requirement to Commence Construction. The initial Owner or Builder of any

Lot shall be required to commence construction of the primary dwelling on such Lot within three hundred sixty-five (365) days from the date of the initial sale or transfer of the Lot from the Developer. The failure of the Owner or Builder to timely commence construction of the primary dwelling as required in this Section G shall give the Developer all rights of enforcement hereunder as well as the rights set forth in Section H below. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab or chain wall foundation for the primary dwelling shall be poured.

Section I. Developer's Right of First Refusal and Right to Repurchase. No unimproved Lot, or interest therein, upon which construction has not begun within three hundred sixty-five (365) days from the date of its initial sale shall be sold or transferred unless and until the Builder or Owner shall have first offered to sell such unimproved Lot to Developer under the same terms and at the same price for which such Lot was originally sold, less ten (10%) percent, and Developer has waived, in writing, its right to purchase such unimproved Lot. If a Builder or Owner has not begun construction upon the Lot within three hundred sixty-five (365) days from the date of its initial sale to such Builder or Owner, Developer shall have the right to purchase the Lot under the same terms and at the same price for which such Lot was originally sold, less ten (10%) percent. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab or chain wall foundation for the primary dwelling shall be poured.

Section J. Remedy of Committee. Any act, omission or commission in violation of this Article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Article VIII ZERO LOT LINE SERVITUDES AND RESTRICTIONS

Section A. Placement. Each residence dwelling shall be designed so as to provide that a minimum of fifty-eight feet, four inches (58'4") of the linear distance of one (1) wall of the residence structure shall be constructed immediately adjacent to and abutting a Zero Lot Line ("the "Minimum Lot Line Structure"), provided, however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line as part of such Minimum Lot Line Structure, but said open court or patio must be enclosed by a masonry wall having a minimum height of seven feet, six inches (7'6") above the foundation that is constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall contain non-combustible gutters, but shall have no other exterior objects or appurtenances. Without limiting the foregoing, there shall be no electrical panels (unless required by the electric company), vents, plumbing clean outs, windows (other than windows that do not allow for visibility into the side yard of the adjacent Lot, such as clerestory skylight or opaque windows) or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot, in which event normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Notwithstanding anything in the foregoing to the contrary, (i) the eaves and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line onto the adjacent Lot for a distance not to exceed twenty-four (24) inches, and (ii) the foundation of the Zero Lot Line dwelling may extend onto the adjacent Lot and encroach under the Zero Lot Line for a distance not to exceed six (6") inches. There is hereby established a five (5) foot minimum distance between the Zero Lot Line and the closest wall of the residence dwelling situated upon the adjacent Lot; however, the minimum distance between the roof of the dwelling located upon the Zero Lot Line and the roof of the dwelling situated upon the adjoining Lot shall be five feet, four inches (5'4") feet.

Section B. Zero Lot Line Servitude. Each Lot (as the dominant estate) shall have a five (5) foot wide predial servitude extending the entire depth of the Lot over, one, and across the adjacent Lot (as the servient estate) from front to back abutting and parallel to the Zero Lot Line on such adjacent Lot, (i) for the construction, repair and maintenance of improvements located on the Zero Lot Line, (iii) for the construction, maintenance and repair of the eaves from the Zero

Lot Line dwelling over the property line permitted by Article VIII, Section A of this Declaration, and of the foundation of the Zero Lot Line dwelling under the property line permitted by Article VIII, Section A of this Declaration, and (iii) for drainage from the Zero Lot Line dwelling onto the adjacent Lot, which predial servitude area shall be kept clear of structures by the owner of the adjacent Lot other than landscaping. Conditions and use of the forgoing Zero Lot Line predial servitude are hereby declared and established by and between the Owner of the Zero Lot Line Lot (as the dominant estate) and the Owner of the adjacent Lot (as the servient estate), which shall be covenants running with the land and binding both of the above-mentioned Owners and all of the respective heirs and assigns forever, to-wit:

- (1) The Zero Lot Line Lot Owner must replace or return to existing condition, any fencing, landscaping or other items on the adjacent lot that he may disturb during construction, repair or maintenance.
- (2) This predial servitude, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the predial servitude is actively being utilized and any items removed must be replaced.
- (3) Except in the case of an emergency, the Zero Lot Line Lot Owner must notify (in writing, with time and date of delivery of said notice) the Owner of the adjacent Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall, including but not limited to the eaves and foundation, at least forty-eight (48) hours prior to starting any work. The hours that such easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00p.m. on Saturday, and noon through 6:00p.m. on Sunday.
- (4) Both the Zero Lot Line Lot Owner and the Owner of the adjacent Lot shall have the right of surface drainage over, along and upon the predial servitude area. Neither owner shall use the access predial servitude area in such a manner as will interfere with such drainage.
- (5) The Owner of the adjacent Lot will not use the Zero Lot Line wall as a playing surface for any sport.

Section C. Construction Servitude. Without limiting the predial servitude granted pursuant to Article VIII, Section B, of this Declaration, each Lot (as the dominant estate) shall have a five (5) foot wide predial servitude extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line on such Lot over, on and across the adjacent Lot (as the servient estate) to facilitate the construction of a dwelling on the Zero Lot Line. The Owner of the adjacent Lot shall not install any temporary or permanent landscaping within the predial servitude area until the construction of the dwelling on the adjacent Lot is completed.

Article IX MAINTENANCE OBLIGATIONS

Section A. Owner's Responsibility. Each Owner shall keep each Lot owned by him, and all improvements thereon, in good order and repair and free of debris, including but not limited to seeding, watering and mowing of all lawns, the pruning and proper care of all trees, landscaping and shrubbery, and the painting (or other appropriate external repair and maintenance care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management and the rules established by the Association to maintain community wide standards for health, fire safety, and aesthetic appearance. Without limiting the foregoing, it shall be the responsibility of the Owner of each Lot to maintain and operate, at the Owner's expense, an underground sprinkler for watering the lawn.

Section B. Remedial Work by Association. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in the manner required by Article IX, Section A, the Association shall have the right, but not the obligation, to enter upon such Lot to for the purpose of mowing, removing, clearing, cutting or pruning landscape covering, grass,

underbrush, weeds, stumps or other unsightly growth and removing trash, and for the purpose of repairing, maintaining, or restoring the exterior of the buildings and other improvements on such Lot. Except in the case of an emergency, the Association shall afford the Owner with reasonable notice and an opportunity to cure the deficiencies prior to undertaking such maintenance.

Section C. Creation of Lien. All costs related to such repair, maintenance and restoration, if not timely paid by the Owner, shall be recorded as a lien upon such Lot, and such lien may be enforced in the same manner as an assessment levied in accordance with Article VI hereof. No sale or transfer of the Lot shall relieve the Owner from liability for any assessments imposed prior to such sale or transfer.

Article X RESTRICTIONS ON USE

The following restrictive covenants shall affect and encumber the Property, to-wit:

- A. All Lots are for single family residential purposes only, no industrial or commercial uses are allowed, however the Developer may use an unsold dwelling as a sales office to market or otherwise facilitate the sale of Lots and dwellings in the Subdivision. The dwelling on each Lot shall be single family dwelling. No building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house, hospital, sanatorium, home occupation business or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof. Garages and parking spaces shall be used exclusively for the parking of residential automobiles, and garage doors shall remain closed except as necessary to allow vehicles to be parked. Garages shall not be enclosed and converted to a room.
- B. No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. The selling of household items, household goods, furniture, clothing, appliances, equipment, machinery, or other merchandise new or used or an individual engaging in a sales activity commonly known as a "garage sale" is strictly prohibited.
- C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any purposes, except that no more than a total of two domesticated household pets, such as dogs, cats or other household animals, may be kept or maintained in a dwelling. All such household pets are prohibited from being out of the dwelling or off the animal owner's Lot unless attended by the owner of the pet, and the pet shall be restrained on a leash except while the pet is in the rear yard of the owner's dwelling. Notwithstanding the foregoing authorization for pets, no Lot owner shall keep or maintain on any Lot the following animals: (i) any dog identifiable as or related to an Akita, Alaskan Malamute, American Staffordshire Terrier, Belgian Malinois, Chow Chow, Doberman Pincher, Pit Bull, Rottweiler, Sharpei or Siberian Huskey dog breed or (ii) any other dog or animal which by majority vote of the Board of the Association is determined to present an unreasonable risk of harm to the residents, Lot owners or guests of the Subdivision. Any animal within subpart C(i) or C(ii) is herein referred to as "Excluded Animals".
- D. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot.
- E. No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or

maintained upon the Property, provided, however, that this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer if the vehicles, recreational trailers or boats are kept within an enclosed garage. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any Lot. Permissible vehicles shall be parked only in the garages, driveways or parking bays identified in the Plat. The parking of vehicles on the Street, street right-of-way or on lawns is strictly prohibited.

- F. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.
- G. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the St. Tammany Parish Council or the St. Tammany Parish Planning Commission. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.
- H. No portion of any dwelling (other than the entire dwelling) shall be leased, and the entire dwelling may be leased only for an initial term of no less than six (6) months nor for subsequent terms of less than thirty (30) days. The maximum permissible number of tenants occupying the dwelling under a lease shall not exceed two occupants per bedroom, and any lease agreement shall set forth that the lease is subject to all terms and conditions set forth in this Act of Dedication and the Association By Laws and that any failure of the lessee to abide by same shall constitute a default of the lease agreement. All leases shall be in writing and no lessee shall have the right to sublease a dwelling. All terms and conditions of the leases shall be subject to the prior written assent of (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the Board of Directors of the Association. The Board of Directors shall have the right to develop a lease form that shall be utilized in connection with the leasing of any dwelling.
- I. No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- J. Except as approved by the Architectural Control Committee, no satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed. To the extent the Architectural Control Committee approves a request for the use and placement of any of the above items, said item shall not exceeding three feet in diameter and shall be mounted/attached to the house or garage within the rear yard and shall not visible from the public domain.
- K. No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, clothes line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.
- L. No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.
- M. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated

upon the Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. No signs shall be permitted at the entrance of the Subdivision or on any common ground or right-of-way in the Property except such signage as may be approved by the board of directors.

- N. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
- O. No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.
- P. As provided in Article IX, no dwelling or other improvements which are located upon the Property shall be permitted to fall into disrepair
- Q. The design, make and brand of all mail boxes in the Subdivision shall be specified and approved by the Architectural Control Committee or the Developer. The cost of purchasing, installing, maintaining and replacing the approved mail box shall be at the expense of the Lot Owner who occupies the house on the Lot.
- R. To preserve the aesthetic appearance of the Subdivision, no landscaping (including but not limited to the planting of trees), grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than the Developer, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Control Committee. However, the front of each dwelling located on a Lot shall be landscaped, in accordance with a plan approved by the Architectural Control Committee, prior to the issuance of a certificate of occupancy from the Parish of St. Tammany for the dwelling located on the Lot.
- S. Fences shall be initially constructed by the Developer along the rear Lot boundary lines, and said fences may not be altered or modified without the prior written assent of (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the Architectural Control Committee. No fences shall be permitted alongside Lot boundary lines, except as approved by the Architectural Control Committee.
- T. With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:
 - (1) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise;
 - (2) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.
- U. No boats, boat railways, hoists, launching facilities or any similar type of device or equipment shall be installed, constructed or maintained upon any Lots, provided, however, that boats, hoists and the like may be stored in an enclosed storage room or garage.
- V. The discharge of firearms is prohibited. The operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon the Property is

strictly prohibited except on the Street.

- W. Building set back lines and utility servitudes are hereby established in accordance with the Plat.
- X. Swimming pools, hot tubs, sheds, and/or any additional structures shall not be allowed on a Lot, without the prior written assent of (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the Architectural Control Committee.
- Y. Regulations regarding driveways:
 - (1) All driveways connecting to any of the Streets become part of the drainage system of the Subdivision and therefore must be built so as to be sloped toward the Street in front of the Lot. The driveway slope, elevations and drainage design for the driveway within the street right-of-way must be submitted to the Architectural Control Committee along with house construction plans and specification for approval.
 - (2) All driveways and aprons must be concrete and must connect the driveway from the concrete street to the garage. All driveways shall be a minimum of ten feet (10') in width.
- Z. No individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the Subdivision for all water and sewerage uses.
- AA. Each dwelling located on a Lot within the Subdivision shall be obligated to use natural gas for the heating (including hot water heaters) of the dwelling as well as for the stove and cook-top to be located within the dwelling. The Association shall have the authority to negotiate and enter into a contract with a natural gas provider along with any other utility provide to provide utilities for the Subdivision. The Association may negotiate and contract for a single source billing, which shall be included as an Association expense item and paid for by the Members as dues or Assessments to be determined by the Association. In the alternative, the Association may contract for such services for the Subdivision to be billed on a monthly basis to each Owner (homeowner) all within the discretion and control of the Association.
- BB. Trash and garbage containers shall not be permitted to remain in public view except prior to 6:00pm on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. The Association shall have the authority to negotiate and enter into a contract with a solid waste collection company to provide waste collection services for the Subdivision. The Association may negotiate and contract for a single source billing, which shall be included as an Association expense item and paid for by the Members as dues or Assessments to be determined by the Association. In the alternative, the Association may contract for waste collection services for The Subdivision to be billed on a monthly basis to each Owner (homeowner) all within the discretion and control of the Association.
- CC. Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.
- DD. Except as specifically provided herein, gym sets, climbing bars, tree houses and other elevated playground equipment shall not be within five feet (5') of a property line and shall not exceed eight feet (8') in height and shall not be visible from any of the Streets. No gym sets, climbing bars, tree houses and other elevated playground equipment or basketball goals shall be located in the front yard of a dwelling.
- EE. Any and all uses of the Property shall further be subject to and limited by the additional

"Restrictive Covenants" set forth in the Plat.

Article XI
MISCELLANEOUS

Section A. Duration--Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of fifty (50) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the fifty (50) year period aforesaid, by act of amendment or termination signed by (1) the Developer, while he is a class B member, or (2) when the Developer is no longer a Class B member, by the members representing fifty-one percent (51%) of a quorum of the class A memberships, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. A meeting of the Members shall be duly called for assent by the class A memberships, written notice of which shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting. The quorum for a meeting of the class A memberships as referenced above shall be established in the bylaws of the Association.

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

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

Section C. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing or when sent via email to the address for the Member on file with the Association. Any notice of a violation of the maintenance obligations set forth in Article IX or the use restrictions set forth in Article X shall be by certified mail to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section D. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas.

Section E. Severability. If any clause or provision of these servitudes, privileges or restrictions is illegal, invalid or unenforceable under present or future laws, then and in that event, the illegal, invalid or unenforceable clause or provision shall be deleted and the remainder

of the servitudes, privileges and restrictions shall not be affected thereby, but shall remain in full force and effect.

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

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

WITNESSES:

Rachel L. Miller
Rachel L. Miller

Michelle N. Scott
Michelle N. Scott

STEP THREE INVESTMENTS, L.L.C.

BY: Mark Malkemus
MARK MALKEMUS,
MEMBER

Paul J. Mayronne
PAUL J. MAYRONNE, NOTARY PUBLIC
LOUISIANA BAR NO. 25788

RULES AND REGULATIONS OF
ARCHITECTURAL CONTROL COMMITTEE ("ACC")
AUDUBON TRAIL

Section 1. Architectural Review Process

Great care has been taken in the planning, design and construction of Audubon Trail to insure aesthetic harmony with the environment and lifestyle. To this end, it is vitally important that this special character not be compromised by housing designs which are improperly conceived, unresolved or poorly executed. For this reason, an Architectural Control Committee (ACC) will review all proposed construction, designs and plans for:

- i) Consideration of primary site design issues
- ii) Sensitivity to the special landscape potential of the area
- iii) Excellence in architectural design

Architectural design guidelines have been established to provide Property Owners ("Property Owner" or "Property Owners"), architects and contractors with a set of parameters for the preparation of their drawings and specifications.

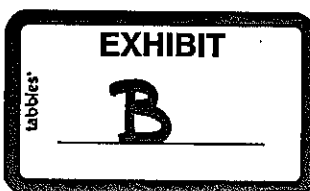
By encouraging attention to detail and design quality throughout the community, the aesthetic harmony and natural tranquility at Audubon Trail will be enhanced and preserved by the ACC and design guidelines.

The natural landscape combined with scenic ponds and greenbelts create the setting of Audubon Trail. These features combine to make Audubon Trail one of the finest residential communities in St. Tammany.

Section 2. Architectural Control Committee ("ACC")

Audubon Trail is a unique community of custom designed homes. In order to insure the community's high standards, a plan review process has been established to review all individual building plans.

The authority to approve, disapprove or recommend modifications to building and landscape plans is provided by the recorded Dedication of Servitudes, Easements and Restrictive Covenants for Audubon Trail. The community Dedication of Servitudes, Easements and Restrictive Covenants does not list specific design items necessary for plan approval but have created the ACC with authority to review and approve or disapprove all individual building plans within the community. The goal of the ACC is to create an architectural environment, which conforms to the basic principles of fine quality design within the parameters of the approved building styles, while simultaneously maintaining the pleasing aesthetic relationships of building-to-site and



building-to-building within the overall community. The ACC does not wish to restrict individual creativity or preferences.

The ACC is composed of at least two members, who may or may not be members of the Board of Directors of the Audubon Trail Owner's Homeowners Association, Inc. In order to explain the review process and what is required for plan approval, the ACC has developed these design guidelines. The ACC uses these Guidelines to review projects, but may consider individually the merits of any project due to special site conditions. Any project reviewed for special consideration must be shown to benefit the specific site, adjacent areas or the community as a whole.

Prior to the commencement of any type of construction activity, an Application for Approval of such work must be submitted by the Property Owner or his respective agent to the ACC. Included with the application shall be the construction drawings, plans and specifications for the residence and such documents and other information as requested by the ACC and outlined in the design guidelines. Final approval must be received from the ACC prior to the start of construction. Upon receipt of approval and after filing for a building permit, the Property Owner can begin construction.

The Property Owner should familiarize himself and his building team with the requirements of the ACC design guidelines and Contractor's Rules and Regulations.

Section 3. Design Review Procedure

A design review procedure has been established to insure compliance with the requirements outlined in the design guidelines, which follow a simple step-by step review format. In order to expedite the ACC design review, the process has been structured to achieve a smooth and timely review from preliminary plan submittal to final site inspection and construction approval. If building in the subdivision for the first time, prior to any submittal, it is suggested that the Property Owner and their building team (Architect/Designer and Builder) meet with the ACC to discuss any elements of the design concepts which may raise questions and concerns. This meeting is to acquaint all concerned with the design review process and to avoid misinterpretations, delays or unnecessary expenses.

The following flow chart represents the necessary steps in the process for building a residence in Audubon Trail.

- PRELIMINARY APPROVAL OF THE DRAWING, PLANS AND SPECIFICATIONS AND SITE PLAN FOR THE RESIDENCE
- CHANGES/ADDITIONS/REVISIONS TO THE DRAWINGS, PLANS AND SPECIFICATIONS AND SITE PLAN REQUIRED BY ACC FOR APPROVAL
- APPROVAL OF DRAWINGS, PLANS AND SPECIFICATIONS AND SITE PLAN BY THE ACC
- CONSTRUCTION DEPOSIT TO PROPERTY OWNERS ASSOCIATION AS SET FORTH IN SECTION 8
- FINAL APPROVAL BY ACC EVIDENCED BY AN ACC APPROVAL/DENIAL CERTIFICATE SIGNED BY A MEMBER OF THE ACC
- BEGIN CONSTRUCTION UPON ISSUANCE OF THE ACC APPROVAL AND ISSUANCE OF BUILDING PERMIT BY ST. TAMMANY PARISH
- FINAL INSPECTION AND APPROVAL BY ST. TAMMANY PARISH AND ISSUANCE OF OCCUPANCY PERMIT

The ACC has established a schedule for plan submittal, plan review and meeting with the Owner/agent to discuss any questions or concerns. The established schedule permits a timely review of submitted designs and allows Lot Owners ("Lot Owners") and agents to accurately plan their construction schedules.

Plans for review can be submitted to Audubon Trail, 70117 Highway 59, Suite G, Abita Springs LA 70420. Each submittal must be accompanied by a completed Application for Approval" form, available from the ACC, a one time processing fee, the construction deposit, one (1) complete sets of drawings and a site plan. The direction of drainage must be indicated with arrows on the site plan.

The ACC meets regularly to review plans, and is prepared to address concerns of any Property Owner or respective agent regardless of their stage in the review process. The Property Owner or his agent may attend review meetings, which address their design submission to expedite approval by helping to resolve any review issues. Appointments to attend review meetings can be made by contacting the ACC Coordinator.

A one-time processing fee shall be paid by the Property Owner/contractor to the ACC for review of the design submittal for each residence. This fee shall be \$100.00, payable to the Audubon Trail Architectural Control Committee or an entity assigned by the Developer. The ACC shall have the right to increase or waive this amount from time

to time as stated in the covenants, regulations and restrictions for Audubon Trail. The fee has been established to partially cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, urban designers, or attorneys retained by the ACC.

A \$250.00 penalty will be imposed on any Property Owner that starts construction without having their plans and specifications, site plan and drainage plan approved by the ACC, and may be deducted from the construction deposit.

The application for approval, fee, and all other material necessary for the ACC to approve a residence should be sent to:

John M. Schroder
ACC
70117 Highway 59, Suite G
Abita Springs, LA 70420

Business hours are 8:30 a.m. to 5:00 p.m. The telephone number is (985) 893-3500 ext. 117.

The ACC has developed a standard method for review submittals. Plans should be submitted on minimum 24" x 36" sheets with the application form bound to the upper left-hand side of Sheet One. Drawings must be arranged in the order outlined and all of the following information must be shown on the plans, the application, or on the specifications:

SHEET ONE: SITE PLAN
SCALE. 1" = 20' (minimum)

- a. Driveway, sidewalks, patios, and entry walks are to be located and drawn to scale.
- b. Rear deck and/or patio size and location should be indicated. Columns for the deck at the lower level should be located on first floor plan.
- c. The plan should illustrate all proposed structures, improvements, fencing, building lines, Lot lines, easements and setback lines.
- d. Retaining wall locations, size, designs, height and finish must be indicated. Retaining walls connecting to the house must be concrete and faced with the finish of the residence's exterior walls with which the retaining wall comes in contact. Cross-tie timber walls may be used if set apart from the residence.

SHEET TWO. = FIRST FLOOR PLAN
SCALE. = 1/4" = _____

- a. Decks, patios, stoops, retaining walls, and front entry step sizes should be located and drawn to scale.

SHEET THREE. = SECOND FLOOR PLAN.

SCALE: 1/4" 1 >-0"

- a. Indicate and draw to scale lower roof projections, roof overhangs, chimney locations and all interior spaces.
- b. The orientation of the second floor plan should correspond with the first floor plan and site plan.

SHEET FOUR AND FIVE. = BUILDING

ELEVATIONS. = SCALE. = 1/4" & 1/8" = 1 >-0"

- a. All elevations are to articulate building materials, finish, window types, trim and fascia details.
- b. The exterior elevations should indicate maximum building height from first floor finished grade to the uppermost roof peak. The maximum building height permitted is thirty-five (35') feet. Maximum slab exposure after landscaping should be 8" at grade.
- c. The exterior elevations should be labeled to correspond with the floor plans and site orientation.
- d. Indicate all roof areas and corresponding slopes.
- e. Indicate and label the roof material.
- f. All roof vents, projections and other structures are not allowed in any front roof (or side if on a corner lot).

Section 4. Preliminary Design Review (Optional)

The ACC encourages those who are building in the community for the first time to submit conceptual or schematic plans for preliminary design review. Although not required, this initial review may prevent unnecessary expense and delay by avoiding the development of plans which do not conform to the guideline requirements or approved residential styles.

A meeting to review preliminary design sketches may be arranged at the request of the Property Owner or his agent by contacting the ACC Coordinator at (985) 893-3500 ext. 117. The ACC will review, with the Property Owner or agent, the design approach to confirm the intent to follow the design guidelines and the appropriateness of the design concept. In order to fully utilize the preliminary design review, a completed site plan and the preliminary architectural drawings, as outlined in the Design Review Procedure, should be included in the preliminary plan submittal. The plan submittal should also include a completed application for approval and the design review fee. The ACC will review all drawings and note any modifications or changes that may be needed.

Section 5. Final Design Review

Prior to obtaining a final design approval, the applicant shall have either commenced construction or completed construction on all Lots purchased by the applicant in prior phases of Audubon Trail. The final design approval may be withheld by the ACC pending the applicant's compliance with this requirement.

The final design submittal should include all of the requirements of the ACC and applicable stipulations of the design guidelines, together with comments from previous meetings and design reviews. One set of documents will be returned to the Property Owner marked "Approved as Submitted", "Approved as Noted", or "Resubmit". Only items requiring extensive modifications will necessitate resubmittal.

The ACC will retain the final drawings and approval documents for a maximum one hundred eighty (180) days subsequent to the date of signed approval. If construction work has not begun or a continuance has not been obtained by the Lot Owner or Lot Owner's agent within the above time period the approval will then automatically expire. A re-application and re-approval, subject to any new guidelines or regulations, will then be necessary to begin construction. Once final approval has been granted, the Lot Owner may stake the lot for clearing.

Section 6. Remedy of ACC

Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Section 7. Construction Deposit

Each Owner/Builder who desires to construct a residence on a Lot shall deposit with the Developer the sum of \$2,500.00 ("Construction Deposit"). The Construction Deposit in the amount of \$2,500.00 must be submitted; checks should be made payable to "Step Three Investments, LLC." The Construction Deposit shall be maintained by the Developer and may be used by the Developer to pay for any costs, expenses or repairs arising from the construction of a residence on a Lot by the Owner making the Construction Deposit, as determined by the Developer. The Construction Deposit shall be returned to Owner/Builder at the completion of the home or end of project.

The purpose of the Construction Deposit is to insure a clean job site, overall community appearance and that the residence and drainage ditch are built according to the approved plans. Weekly inspection of the job sites and Subdivision by the ACC Coordinator and Association will keep the ACC informed of any violations within the Subdivision. A written five-day notice will then be issued to the Lot Owner or agent to correct any violation. If the violation has not been corrected within the five (5) day period the offending condition will be corrected by Audubon Trail and the cost charged to the Lot Owner. The cost of correction (plus a 25% administrative charge) will be deducted

from the construction deposit until the deposit is exhausted, at which time the Lot Owner will be billed for any additional expenses. The design review process aids in creating a fine quality Subdivision and enhancing the appearance and value of the Property.

Deviation from the design features of the approved plans or design guidelines defeats the purpose of the review process. With primary concern for residential elevations, accessory structures and their location on the site plan, and landscape design, the ACC will observe the home closely during construction to insure the approved plans are being accurately constructed. Significant deviation may require that the ACC correct the condition per the approved plans, resulting in a charge to the Lot Owner for the expense.

Section 8. Site Planning

A) Building Setbacks. St. Tammany Parish has established minimum standards for building setbacks for various types of residential structures within the parish. The setbacks required however, are not to be construed as the only setback requirements that will be considered and approved by the ACC.

The ACC has established setback requirements and some restrictions on the orientation of the house to the street, when viewed in total, ensure that the Subdivision will be pleasing in appearance when viewed from the street. Each architect planning a home at Audubon Trail should carefully consider the natural characteristics of the site and work within the review process in order to achieve the long-term aesthetic goal of the Subdivision.

It is strongly advised that the Owner, builder and architect be familiar with all applicable setback requirements before entering into the design phase of the residence. For more information, please contact the ACC office at (985) 893-3500 ext. 117.

B) Driveways. The construction of driveways must be at least **two (2') feet** from the side property line.

Circular driveways, and particularly driveways having an ingress or egress to a street at more than one location on a Lot must be approved by the ACC.

It is required during construction that all driveways be covered with river sand to prevent the tracking of red dirt throughout the road system.

C) Sidewalks. Each residence shall have a sidewalk leading from the front door to the driveway and may not lead across the front lawn to the street, corner lots excepted. (Corner lots will be reviewed on a case-by-case basis.)

D) Easements. Landscaping, construction of driveways and fencing are permissible within utility easements, however each Property Owner entering upon a servitude or easement shall be responsible for and shall pay the cost and expense for removal and replacement of such improvements.

E) No Obstruction. At no time during construction should the street right of way fronting a Lot be obstructed by construction trash, construction debris or building materials. All building materials must be stored clearly within the Lot Owner's lot lines.

F) Erosion Protections. During construction of a residence on a Lot, the Lot Owner/builder shall utilize such soil silt screening and erosion protections as required by the State of Louisiana and St. Tammany Parish to control silt run-off during construction.

Section 9. Architectural Style. The goal of these guidelines is to encourage and foster a French Country design. It is the intent of these guidelines to dictate a particular architectural style that a Builder/Owner must use within the community, and to give Property Owners and their architects a set of guidelines that will make the entire community a more attractive place to live.

Section 10. Design Features.

A) The main roof, unless architectural style dictates otherwise, should be pitched, having a minimum slope of eight (8) vertical to twelve (12) horizontal roof, either gabled, hipped or a combination. Roof shape and configuration should be considered during the development of floor plans so as to avoid excessively complex, awkward, or odd roof design.

B) Flue pipes on front or side (if approved) are required to be encased with chimney enclosure of masonry or stucco and must be supported by a foundation at grade when located at an exterior wall. All PVC pipe shall be covered with roof jacks.

C) All exterior utility service connections must be provided in unobtrusive and inconspicuous locations. All electric meters and main fuse boxes must be positioned away from view.

D) The selection of bricks acceptable for use in Audubon Trail is limited to the traditional types and sizes historically associated with Louisiana architecture.

E) Garages that face the street are encouraged to have single bay wood or steel doors. However, no white doors will be allowed and either a stucco band or dormer must be added to the front elevation.

F) Subject to review of the ACC no vinyl siding will be allowed on the front elevation of any dwelling.

G) All corner lots will be carefully analyzed for the line of site/line of view from the street rights of way. The main residential dwelling on corner lots must have brick fronts and sides facing the street right of ways.

H) All shutters must be constructed of composite material approved by the ACC. Vinyl shutters are prohibited.

- I) All plumbing cleanouts shall be covered with valve covers and cut to ground level. All water meter boxes shall be constructed and maintained at natural grade.
- J) No sheds detached from residence shall be allowed.
- K) Builders are responsible for constructing sidewalks but should receive approval from ACC before starting construction.
- L) Courtyards on the "zero" lot line are allowed but must have a minimum of seven (7) feet of privacy wall and receive ACC approval during the design stage.
- M) Obscured windows are allowed on the "zero" lot line but must be small and approved on plans during ACC review.

Section 11. Design Criteria.

- A) Minimum Square Footage. There will be no minimum square footage of heated and cooled living area for homes in Audubon Trail.
- B) Grading, Excavating, Swale Maintenance. The design and development concepts for the community call for the utilization and enhancement of the existing natural environment. The ACC is particularly conscious of site design and the full utilization of site potential. The goal of the ACC is to ensure that each residence works with the natural site features, existing terrain of the homesite and overall community in the best possible manner. It is important to remember that the beauty of the Audubon Trail community is the landscape and its natural features. The architecture should compliment and enhance this natural beauty.

Swales above the underground drainage conduit must be graded at the time of final grade according to Subdivision plans.

If final grade was never established, the Homeowners Association will back charge the builder/Owner for the cost to do so or apply the Construction Deposit to pay the cost of obtaining a final grade.

It is required that grass be laid on the entire Lot. If sod is destroyed, it will be the homeowner's responsibility to replace the sod.

Planting trees in the right-of-way is not allowed. Plants of any kind (iris, pampas grass, etc.) may not be planted in the street right of way.

- C) Drainage. Drainage considerations for individual homesites are essential to the ecological balance of the community. Water runoff from each individual Lot must be accommodated by properly sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. Water runoff and control for each lot is the responsibility of the Lot Owner. By creatively contouring and incorporating the drainage plan into the site plan and proposed landscaping, it is possible to turn a site problem or

constraint into an aesthetically pleasing, functional amenity. When submitting plans for approval, the direction of drainage must be indicated with arrows on the site plan.

A minimum slope of front to rear for drainage is one inch for every fifteen feet required to drain. Abutting lot line grades will be established by the lot with the greatest distance to be drained.

D) Landscaping/Sod. Landscaping and/or laying of sod in the front of all residences shall extend to the edge of the asphalt street in the front of said residences. It shall be the responsibility of the Owner/builder to maintain the lawn/yard to the edge of the asphalt street.

E) Walls And Fences. Walls and fences should be considered as an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment. Special consideration should be given to design, placement, impact and views of the wall or fence from neighboring homesites. Fences and walls should be considered as design elements to enclose and define courtyards, pools and other private spaces, provide security and relate building forms to the landscape. All walls and fences must be approved by the ACC prior to installation. Fences on ponds, greenbelt lots (herein defined) and drainage servitudes shall not be over four feet (4') and should be see-through.

Fences may be erected and maintained only after approval as to location, design and materials by the ACC and shall further comply with the following:

- i. Fences shall not exceed six (6') feet in height, and there shall be no front yard fences.
- ii. No fences shall utilize barbed wire; creosote posts, chain link or mesh wire fence material, except that chain link dog kennels shall be allowed provided that the chain link dog kennel is located in the rear yard and is totally enclosed and shielded from view from outside the Lot by a six (6') foot high solid wood fence.
- iii. On any Lot which has a common property line with the retention pond (as shown on the Plat), no fence or landscape shrub shall be erected, placed or altered within twenty-five feet (25') of the rear property line higher than four feet (4') from the natural grade and the fence shall not be solid fencing such as to block the view to an adjoining Lot.

Once an approved fence or wall has been erected on a side lot line by an Owner of the common lot boundary, that approved fence or wall design will be the only approved design to be erected on that common lot line. No double fencing will be allowed on side lot lines. Double fencing of rear lot lines will be allowed provided that the second fence is of equal height and does not adversely impact the original fence design.

F) Remodeling And Additions. Remodeling and additions to existing improvements are required to follow the same guidelines as new construction. All criteria governing site location, grading and excavating, structures, roofs, landscape and aesthetics will remain

as the previous submittal. Of particular concern to the ACC will be setbacks, height limit, skylights and solar collectors, recreational features, lighting, antennas and satellite television. Approval by the ACC is required for remodeling and additions just as it is for new construction. A Request for Home Improvement Approval form may be obtained from the ACC.

Section 12. Landscape Design.

Audubon Trail has been planned to utilize the natural elements as much as possible. Pines and other hardwood trees are prolific within the community and it is the intent of the ACC to maintain the integrity of this landscape. The architecture and location of the residence should always be a determining factor for good landscape design. The ACC will be concerned with various relationships of house to site, house to house, views, prevailing breeze, solar orientation, views and other amenities in making decisions regarding specific plans. To insure that the beautiful landscape of the community is preserved and enhanced, the ACC has the authority to approve or disapprove landscape plans for individual residences.

A fundamental element of the design criteria for landscaping is the need for gardens and lawns to harmonize with the native vegetation, terrain and natural beauty of the community. Throughout Audubon Trail many fine, mature, native specimen trees exist. Many are in prominent view from the streets giving them special significance. Owners are encouraged to landscape their lots with plant material that is indigenous to the area. Where possible, care should be taken to leave untouched the existing vegetation and natural amenities.

Upon completion of a dwelling on any Lot, "the designated portion of the Lot" shall be sodded with a lawn grass material approved by the ACC. "The designated portion of the Lot" to be sodded shall be from the front of the house to the edge of the street fronting the Lot. All Lots upon which a dwelling has been constructed shall have not less than \$1,000.00 of landscape flower bedding with planting and mulch materials. The landscape shrubs on the rear 25 feet of the Lots which border the retention pond shall not be greater than four (4) feet in height above ground level. On Lots which border the retention pond, the Lot Owner shall sod the area from the Owner's rear Lot line to the retention pond.

All sod must be installed prior to move-in.

While the preservation of existing trees is very important to Audubon Trail, the ACC understands that clearing and filling are both necessary and will cause a substantial loss of existing trees. To offset this, Audubon Trail requires Owners to incorporate new trees in their landscape plans that will help replace the existing trees that require removal. As the new trees mature, they will continue to preserve the wooded character that typifies Audubon Trail. The number of new trees the Owner is required to plant shall equal one (1) new tree on interior lots and two (2) on corner lots. No less than four new trees shall be planted in the front yard. At least fifty (50%) percent of the new trees should constitute shade/canopy trees such as Live Oaks, Red Maples, Ashes, etc. The new

specimen tree size shall be a minimum of 2-1/2" in caliper. Lake lots shall require at least one (1) tree be planted in rear yard.

Irrigation systems, although not required, are strongly encouraged. Irrigation helps to maintain a quality landscape throughout the year, especially in times of drought. The ACC in these Guidelines has recommended various plant types to be used in planning the various landscape designs. The plant materials have been selected because of their traditional influence in Louisiana and their various other desirable characteristics.

Mulching, preferably with pine straw, is required for all planted areas. The mulched areas provide a smooth transition to the existing natural vegetation.

PLANTS NOT RECOMMENDED

(Freeze, damage, insect and disease problems, incompatibility with overall theme)

BOTANICAL NAME	COMMON NAME
Parkinsonia Aculeata	Jerusalem Thorn
Albizia iubilissin	Mimosa
Koelreuteria Bipinnata	Golden Rain Tree
Eriobotrya Japonica	Loguat
Euonymus Japonica	Golden Euonymus
Nerium Oleander	Oleander
Cupressus Sempervirens	Italian Cypress

GENERAL RULES FOR ALL AUDUBON TRAIL CONTRACTORS & SERVICE PERSONNEL

The following rules apply to **all employees** of Audubon Trail, contractors and service personnel while on Audubon Trail premises.

1. All contractor and related personnel are required to enter and exit through the designated entrance.
2. No lot filling or slab pouring will be allowed on Sundays, and a reasonable construction schedule should be maintained. Suggested hours: 6:00am - 6:00pm Monday to Friday; 7:00am - 4:00pm on Saturday.
3. Contractors are required to keep the job sites as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, must be removed daily. Stockpiling of trash or any material on adjacent lots or streets is not permitted.

If trash and debris on the job site becomes a noticeable problem, notification to the responsible party will be given by the ACC to clean up the site within five (5) working days. If after the 5-day period the site has not been cleaned, Audubon Trail will remove the debris and charge the Property Owner.

4. Mud/silt/debris-free street and proper erosion control is the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris.

Elimination of vehicles tracking mud throughout the subdivision will be controlled by the contractor. This rule will be strictly enforced.

5. It is the responsibility of the contractors to maintain drainage ditches/swales at all times.
6. Portable toilets are the responsibility of the contractors. They should be located out of the right of way, and sanitized weekly. Contractors should provide adequate facilities for workers.
7. Vehicles are to be parked on one side of the street only or on the immediate site on which the contractor is working, not on adjacent sites. No vehicles (cars, trucks, vans, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.
8. Washing any truck or vehicle on the street is not permitted. Concrete delivery trucks may be washed only on the immediate construction site.
9. Operators of vehicles are required to see that they do not spill any damaging materials while within the Community. If spillage does occur, it is the responsibility of the operator for cleanup. Clean-ups done by Audubon Trail personnel will be charged to the responsible party. Report any spills as soon as possible.

10. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc. will be repaired by Audubon Trail and such costs billed to the responsible contractor. This amount will be deducted from the damage deposit. If not sufficient, the additional amount will be charged to the Property Owner.
11. If any telephone, cable TV, electrical water, or other utility lines are cut, it is the responsible party's obligation to report such an accident within thirty (30) minutes.
12. Loud radios or noise will not be allowed within the community. This is distracting to Property Owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction.
13. Only bona fide workers are allowed on the property. Spouses may drive workers to the site and pick them up, but must not remain on the property unless they are employees of the subcontractors. No children will be permitted on the property unless they are bona fide workers.
14. No contractor or service personnel will be permitted to bring pets or alcohol on the property.

Audubon Trail seriously enforces these regulations. Notification of violation will be sent to the responsible party and Property Owner defining those items not in compliance with rules and regulations. Upon receipt of the notification, the involved parties have five working days to correct the situation or Audubon Trail will take the necessary action to correct the violation (in some cases, immediate compliance will be required). Those actions could include charging the Property Owner for the correction done by Audubon Trail, withholding architectural review until the violations are amended, or, in certain cases, denying entry to contractors or personnel thereby preventing work within the community.

EXHIBITS

Audubon Trail

ARCHITECTURAL CONTROL COMMITTEE APPLICATION FOR APPROVAL

DATE SUBMITTED _____ DATE REVIEWED _____

OWNER'S NAME _____ LOT# _____

OWNER'S ADDRESS _____

HOME PHONE _____ BUSINESS PHONE _____

BUSINESS FAX _____

CHECK ONE

To expedite approval process, please fill out form completely and accurately.

- Custom
- Speculative
- Preliminary Review
- Final Review
- Modification to Residence
- Other _____

BUILDER _____ PHONE _____

ARCHITECT/DESIGNER _____ PHONE _____

LANDSCAPE ARCHITECT _____ PHONE _____

\$2,500 BUILDER DEPOSIT ATTACHED PREVIOUSLY SUBMITTED (check one)
(Payable to Wainer Brothers)

PLANS (2 COPIES) + SITE PLAN ATTACHED ESTIMATED SALES PRICE _____

_____ AIR CONDITIONED SQ. FOOTAGE _____ UNDERBEAM SQUARE FOOTAGE

_____ BUILDING HEIGHT _____ STORIES

OWNER/AGENT SIGNATURE _____

COMMITTEE ACTION

- APPROVED AS SUBMITTED
 - APPROVED AS NOTED
 - RESUBMIT
 - OTHER
- COMMENTS: _____

ACC SIGNATURE _____ ACC SIGNATURE _____

Exhibit 1

ARCHITECTURAL CONTROL COMMITTEE ("ACC")

70117 Hwy. 59, Ste. F

Abita Springs, LA 70420

985-892-5649

REQUEST FOR HOME IMPROVEMENT APPROVAL

In an effort to protect each individual Homeowners' rights and maintain property values, it is required that any homeowner or group of Owners considering improvement of their deeded property submit a REQUEST FOR HOME IMPROVEMENT APPROVAL to the ACC for approval by that Committee PRIOR to initiating work on planned improvements. Examples of improvements include, but are not limited to, exterior paint, patio covers, outside buildings, fences, sidewalks, and decks. If any change is made that has not been approved, the committee has the right to require the homeowner to remove the improvement from his property. Please fill out this form in complete detail and include a sketch of the proposed construction.

OWNER'S NAME _____
ADDRESS: _____ LOT # _____
HOME PHONE: _____ WORK PHONE: _____

Briefly describe the improvement that you propose: _____

Who will do the actual work on this improvement? _____

Location of Improvement (check applicable areas)
_____ Front of House _____ Roof of House _____ Back of House
_____ Garage _____ Patio _____ Side of House
Other (describe) _____

Material necessary for proposed improvement (check):
 Paint B Color(s)
 Stain B Color(s)
 Lumber B Type (s)
 Brick B Type(s)
 Screen B Type(s)
 Cement
 Pipe
 Electrical
 Fence B Type(s)
 Height
 Other (describe) _____

I understand that the ACC will act on this request as quickly as possible and contact me in writing regarding their decisions. I agree not to begin property improvement(s) until the ACC notifies me of their approval.

Signature of Homeowner

Construction Start Date

Construction Completion Date

Please include paint samples where appropriate. All improvements should be drawn to scale. A sketch will do for mailboxes and gutters.

Committee received request on:

(Date & Initials)

Return to:
Audubon Trail Architectural Control Committee
70117 Highway 59
Abita Springs, LA 70420

Exhibit 2

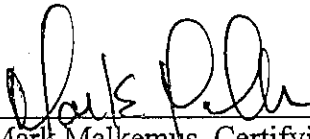
**CERTIFICATE OF AUTHORITY
FOR STEP THREE INVESTMENTS, L.L.C.**

THE UNDERSIGNED, Mark Malkemus, certifying official of Step Three Investments, L.L.C. (hereinafter the "Company"), pursuant to Article IV of the Articles of Organization of the Company on file with the Louisiana Secretary of State, hereby certifies that Mark Malkemus, as Manger of the Company, is and has been duly authorized by the Company and its members to act on behalf of the Company in the following respects:

1. To execute that certain Dedication of Servitudes, Easements and Restrictive Covenants for Audubon Trail Subdivision, located in St. Tammany Parish, Louisiana, upon such terms and conditions and containing such clauses as Mark Malkemus shall deem appropriate in his sole discretion.

2. To take any and all action and execute any and all documents in furtherance of the foregoing.

THUS DONE in Covington, Louisiana this 4th day of January, 2016.



Mark Malkemus, Certifying Official of
Step Three Investments, L.L.C.