

ESTABLISHMENT OF RESTRICTIVE COVENANTS FOR PROPERTY IN CHANTICLEER ESTATES, PHASE 2 PARISH OF ST. TAMMANY, STATE OF LOUISIANA

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

BE IT KNOWN, that on this 10th day of April, 2000,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

Northlake Holding, Inc., a Louisiana Corporation, represented herein by Brian Reine, Vice President/Secretary, by virtue of a resolution of said corporation which is attached hereto;

WHEREAS the appearer is the record owner of Lots 33 through 71 of Chanticleer Estates Phase 2, in the Parish of St. Tammany, State of Louisiana in accordance with plat of subdivision by Cartier & Associates consisting of 1 (one) sheet, filed for record as Plat No. 1815 in the official records of St. Tammany Parish, Louisiana, hereinafter referred to as "Chanticleer Estates, Phase 2".

WHEREAS certain streets and right-of-ways have been established as per the above mentioned plat annexed hereto, and;

WHEREAS said appearer desires to protect and further his interest in and to the above described property and also desires to protect and further the interest of any and all future owners of said property.

NOW, THEREFORE, in consideration of the foregoing, said appearer does by his presence establish, create, and impose upon the above described property the following conditions, servitudes, restrictions and covenants, which will govern the purchase and ownership of this property.

The purpose of these covenants is to establish and maintain Chanticleer Estates, Phase 2 as a prime residential subdivision, protecting the investment of its property owners and to afford it's residents the very best family environment.

**ARTICLE I
RESTRICTIVE COVENANTS**

St. Tammany Parish
Instrmnt #: 1192424
Registry #: 942784 CVS
04/10/2000 1:30:00 PM
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Section 1.1: These restrictions are intended to cover the construction of new buildings and remodeling of existing buildings in Chanticleer Estates, Phase 2. The covenants set forth herein are intended to run with the land and are to be binding on the purchase herein and on all purchasers of lots, their heirs, successors and assigns, in said subdivision for a period of 25 years from the date that these covenants are recorded. Said covenants shall be automatically extended for successive periods of 10 years. If the instrument signed by two-thirds of the owners of all the lots in the subdivision has been recorded, agreement to amend said covenants, in whole or in part, may be made by a two-thirds vote of the owners of the lots. Each owner shall have as many votes as he has lots. All rights, options and remedies of Declarant, the CEACC and the Homeowners Association, under these covenants are cumulative, and no one of them shall be exclusive of the other, and Declarant, the CEACC and the Homeowners

Association shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief that may be provided by law, whether or not stated in these covenants.

ARTICLE II HOMEOWNERS ASSOCIATION

Section 2.1 Membership: 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 Chanticleer Estates does agree to and binds himself to be a Member of and be subject to the obligations and duly 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.

Section 2.2 Votes: One membership carrying with it the privilege of one vote shall be assigned for each lot in the subdivision. The vote of each lot may not be further divided among owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. In no event shall any singular lot have more than one vote.

ARTICLE III RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 3.1 Members' Right of Enjoyment: Subject to the provisions of these restrictions, and any regulations established by the Chanticleer Estates Architectural Control Committee or the Chanticleer Estates Home Owners Association, every member shall have the right of use and enjoyment of the property or lot acquired and owned by said member as the legal owner thereof. This right shall pass with the title to every Lot subject to the following:

- (A) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and
- (B) The right of the Association to take such steps as are reasonably necessary to protect the property values in the said subdivision and to prevent unsightly accumulations and the like from remaining on the property of any member in violation of these restrictions, and
- (C) The right of the Association to suspend the voting rights of any member -
 - 1. For any period during which any assessment made by the association remains unpaid and
 - 2. For any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association or these restrictions.

ARTICLE IV ASSESSMENTS

Section 4.1 Annual Assessments: Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed in any act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance an annual sum equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses. The following expenses are included but in no way limited by the following:

- (A) Gas consumed by the subdivision street lighting,
- (B) Electricity consumed by the subdivision street lighting,
- (C) Maintenance of the Entrance and Common Property,
- (D) The cost of all operating expenses of the Association and expenses for services rendered as authorized and approved by the Association,
- (E) The cost of necessary management and administration of the Association,
- (F) The cost of any security guard services, or other services rendered at the request of the Association.

Section 4.2 Assessment Amount: The Association by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. This annual assessment may be levied and collected on a semi-annual or annual basis and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, but shall mean that the member not notified shall not be subject to any penalty for failure to pay any assessment on which he has received no notification. Each lot owner shall pay the proportionate share of the annual assessment.

Section 4.3 Special Assessments: In addition to the annual assessment, the Association shall have the right to levy special assessments deemed necessary and appropriate if approved by fifty one (51%) percent of the members of the Association at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

Section 4.4 Needed Grounds and Facility Maintenance: Should any property owner fail to properly maintain its property or in any manner allows its property to become detrimental to the aesthetic scheme of the subdivision, or violates these restrictions in any manner, then the Association, its agent, employee, and or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- (A) Such entry upon the property by the Association, its agent, employees and/or contractors shall not be deemed to be trespassing.
- (B) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the entry upon the property to remedy the situations.
- (C) The Association shall assess the property owner for the full cost of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
- (D) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter, the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or buildings in good condition and in compliance with these restrictions.

Section 4.5 Non-payment of Assessments: Any assessment levied pursuant to this act or authorized by the Association, or any installment thereof which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may deem necessary and property by a fifty-one (51%) percent vote of all

members. The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

Section 4.6 Enforcement of Assessments and Restrictions: Any assessment authorized hereunder shall be a debt obligation of the owner of the lot against which said assessment is levied. In the event of non-payment of an assessment within thirty (30) days, the Association has the right to file a lien affidavit setting forth the amount due against the lot owner thereof, as is 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 assessment, late charges and other penalties as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable attorney fees and court costs.

Section 4.7 Assessment Certificates: The Association shall, upon demand, (within a reasonable time) furnish to any member liable for any assessment levied pursuant to this Act, or to any other party of legitimate interest such as a mortgage lender, holding, or intending to acquire, a security interest in the property, a certificate in writing, signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to be paid. A reasonable fee may be levied in advance by the Association for each certificate delivered to be paid by the requesting party.

Section 4.8 Acceleration of Installments: Upon default in the payment of any one or more period installments of assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

Section 4.9 Additional Default: Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagee in the payment of any assessment levied pursuant to this or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

ARTICLE V NOTICE OF MEETINGS

Section 5.1: Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be posted at least ten (10) days prior to the date of the meeting setting forth the date, time, and place thereof, and the matters to be considered. A vote of fifty-one (51%) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

ARTICLE VI CHANTICLEER ESTATES ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Members: An Architectural Control Committee, hereinafter referred to as "CEACC", shall be established for the purpose of approving plans and specification of all construction within the subdivision. The developer shall appoint the following three (3) persons to the Architectural Control Committee: Brian Reine, Ronald Reine and Bruce Swilley. Their term shall run for three (3) years from the date these covenants are recorded and will automatically be renewed for successive one-year terms. If any member of the architectural control committee should resign, the Chanticleer Home Owners Association, Phase I & II will elect a new committee member. All elected committee members shall have a term of one year at which time another election will be held.

Section 6.2 Operations: The chairman shall have full authority to approve plans and specifications, subject to review by other members of the Committee. If the appointed chairman should resign the Chanticleer Home Owners Association, Phase I & II will elect a

new chairman. The chairman shall have a term of one year at which time another election will be held. Rulings by the chairman may be appealed to the full Committee, whose decision shall be final, unless it can be determined that the Committee shall have acted arbitrarily. The committee may enforce these covenants and take action against anyone who is in violation of any covenant. Any judgement rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question. A person to be elected to the architectural control committee must be a lot owner in Chanticleer Estates.

Section 6.3 Approval of Plans: Prior to beginning construction of a residence, garage, fence or other structure, the owner shall submit detailed plans, specification and plot plans to the chairman of the Architectural Control Committee. No work shall be permitted until written approval is received. The owner/builder shall submit two (2) sets of plans to the CEACC. One set of plans will be signed as either "approved" or "rejected" within a reasonable time period. The signed set will be returned. The other set shall be retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

Section 6.4 Approval of Site Plan: The owner/builder shall submit a site plan showing the building size, setback lines, driveway location, and any other paving, fences and culverts to scale, to the CEACC. If the builder or owner does not properly install the culvert, he will be notified by the Parish of St. Tammany and failure to correct same within five (5) days of notice will result in CEACC correcting same and assessing the cost of same to the lot owner and builder.

Section 6.5 Standards: The Committee shall consider:

- (A) Quality of workmanship and materials,
- (B) Harmony of exterior design with existing structures,
- (C) Location with respect to topography, and
- (D) General overall appearance and design.

Section 6.6 Architectural Control: No structure shall be erected on any lot or elsewhere on the property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not be limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, satellite dishes, television antennas, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application or the construction within a reasonable time after receipt of the required plans, then the construction of the subject structure shall be deemed approved. There may be a reasonable fee charged to submit plans for approval. In addition to the matters otherwise provided herein, architectural control shall include the approval of:

- (A) A structure size,
- (B) Structural construction materials,
- (C) Exterior appearance, and
- (D) Location on the lot.

The Architectural Control Committee, at its sole discretion, has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision.

Section 6.7 Commencement and Period of Construction: Construction must commence as soon as practicable, but in no more than six (6) months after obtaining the approval, unless the

committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of construction; said construction must be performed in accordance with the regulation promulgated, from time to time, by the CEACC and applicable building codes, and in accordance with the plans or specifications which were previously submitted for specific approval.

Section 6.8 Disclaimer: Review of plans and the specifications by the CEACC for the purpose of assuring the steady quality of construction on the property affected by these restrictions is not intended nor shall it be construed to be for the benefit of any other parties. No party who submits plans and specifications shall have any right or cause of action against the CEACC for alleged negligent or intentional failure to advise of any deficiencies or defects therein.

Section 6.9 Authority to Grant Variances: The CEACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principle thereof. The grant of a variance should be based upon the CEACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undo hardships. Any such variance as may be presented to the CEACC shall be considered on an individual basis, and shall not be deemed to set precedent for future decisions by CEACC, nor shall the grant of a variance in any manner alter the force of effects of the restrictions with regard to other lots. Variances required by Law will need to be granted by the proper Authorities for St. Tammany Parish.

ARTICLE VII RESTRICTION FOR USE OF PROPERTY

Section 7.1 Prohibited Uses and Nuisances: Plans and specifications and construction of all improvements will meet the following requirements for all property in Chanticleer Estates:

- 1) No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other out buildings shall be kept on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to any such vehicles, motorcycles, boat, and or trailer, machinery or equipment kept within an enclosed yard, room, garage or car port, but not in the front yard (the front yard being measured from the front of the house to the front property line of the side yard of a corner lot; the side yard being measured from the side of the house to the side property line adjoining the street right of way).
- 2) **Dwelling Size:** No dwelling shall be constructed on any lot having less than one thousand eight hundred (1,800) square feet of living area, this being exclusive of open porches, garages and carports. For a structure of more than one (1) story, there will not be less than one thousand (1,000) square feet of living area on the ground floor. Each residence will have in addition a two-car garage. If a carport is built, it must be entirely located behind the mid-point of the house.
- 3) A subordinate building is a portion of the main building, the use of which is incidental to that of the main structure but is not used for habitation. It is also called an accessory building. Greenhouses, storage buildings, sheds, gazebos and such are examples of such buildings. A detached carport or garage is an accessory building as well. Such building shall not be located any closer to the rear property line than allowed on the plat of said subdivision. Lots located on the lake shall have a minimum rear setback line of 25 feet. Side setback lines shall not be less than ten feet. Accessory buildings on corner lots must refer to the plat for proper building setbacks. Accessory buildings cannot exceed one story in height. Architectural style, proportions and materials of the accessory

building should match that of the primary structure, and plans thereof must be submitted just as for the primary structure.

- 4) Fences: Approved fencing will be permitted with the approval of CEACC. No fence or wall shall be erected, placed or altered on any subdivision lot nearer to the street than the back of the main residence. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot for perimeter fencing, chain link can be used in the construction of dog pens of reasonable size and kept out of view from the street. A fence on a corner lot cannot be any closer to the street than the side of the house. Lots on the lake are only allowed to use wrought iron (ornamental) fencing across the rear of the lot facing the lake and along the last 25' of the sides of the lot nearest the lake.
- 5) The minimum roof pitch shall not be less than an 8/12 pitch, unless written approval is given by the CEACC.
- 6) No metal roofs shall be allowed unless written approval is given by the CEACC.
- 7) Each lot shall be used for construction of one permanent residence and will not be further sold in smaller parcels.
- 8) No building shall be located on any lot nearer to the front property line than the building setback line as shown on the plat, nor 10 feet to the side property line, nor 25 feet to the rear property line. Where there is a discrepancy with the plat the set backs shown on the recorded plat shall supersede the set backs indicated in these restrictions.
- 9) No noxious or offensive activity shall be carried on upon any lot.
- 10) All buildings shall be constructed with the exterior predominantly of brick, brick veneer or stucco except that wood and vinyl exteriors may be permitted with the approval of the CEACC.
- 11) No advertising displays or signs shall be permitted on any lot except a sign offering said property for sale or rent. The maximum size of said sign to be not larger than 3' x 3'.
- 12) Permanent residences for domestic help may be constructed. These shall be built no closer than 80' to the front property line. The exterior shall match the exterior of the main residence. These structures will be subject to approval of the CEACC.
- 13) Individual driveways shall be provided for each lot. A minimum of 12' of 15" concrete culvert shall be used for the crossing of street ditch. (Note: larger concrete culvert may be required.) Crossing shall be graded and landscaped to match the area. All driveways and aprons must be concrete from the street to the garage or carport. Secondary parking, such as circular drives, must be approved by CEACC before construction.
- 14) The placement of driveways on lots must be approved by the CEACC, to assure that there are no entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.

- 15) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situated upon the property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be registered, licensed and inoculated as required by law.
- 16) All construction must meet or exceed the minimum current standards set by the Southern Building Code or the FHA minimum property standards.
- 17) Each residence must provide hard surface parking for at least two standard sized automobiles within the property lines. On-street parking is not permitted.
- 18) Each lot owner must protect the wooded appearance of his lot, cutting only those trees necessary for construction of improvements and those trees which die and create hazard. Cutting trees 6" or larger in diameter 2' above ground must have the permission of the CEACC.
- 19) 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.
- 20) Garage doors, which open to the front of the lot, will not be allowed except at the discretion of the CEACC. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.
- 21) No dwelling or other improvements which are located upon the property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.
- 22) Twenty M.P.H. speed limits on all vehicles shall be enforced.
- 23) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which will remain in full force and effect.
- 24) Clotheslines or drying yards shall not be located on the subject property and are expressly prohibited.
- 25) Garbage and rubbish receptacle shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.
- 26) No individual water supply shall be permitted except solely for irrigation purposes, swimming pool, or other non-consumption use. Water shall be supplied initially by Resolve Systems, Inc.
- 27) No weeds, underbrush or other unsightly vegetation or objects shall be permitted to grow or remain upon any part of the lot and no trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lot.
- 28) No changes in the elevations of the land, other than changes to meet government regulations, shall be made on the property without prior approval of the CEACC.

- 29) No antenna (including television antennas) shall be visible, but must be concealed and installed in attic space or other enclosure. There shall be no satellite dishes allowed over 3 feet in diameter.
- 30) There shall be no individual sewerage treatment plants or septic tanks, and no private sewerage treatment service. Such services will be provided initially by Resolve Systems Inc.
- 31) No owner shall install or cause to install any mailbox. The developer shall install all mailboxes.
- 32) Bulkheads and piers on lakefront lots shall be prohibited until the building plans, specifications and plot plan of such bulkhead or pier has been approved in writing by the CEACC.
- 33) The entire front yard from the front of the house to the street right-of-way shall have sod installed.
- 34) Any owner, who owns two or more adjacent lots, may not construct a building across the common sideline of the lots, subject to compliance with all other setback requirements.
- 35) Construction of any nature, except fences that do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways naturally are a further exception.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 8.1 Effect of Provisions of Act: By filing these restrictions before the sale of any lots in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 8.2 Servability: Invalidity or enforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

Section 8.3 Captions: Captions and headings herein are for convenience only and are not to be considered substantively.

THUS DONE AND SIGNED in my office in Slidell, St. Tammany Parish, Louisiana, on the day, month, year, herein first above written and in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Avery L. Myers

Joseph Beasom

NORTHLAKE HOLDING, INC.

BY *Brian Reine*
Brian Reine, Vice Pres./Secretary

Denise D. Lindsey
Denise D. Lindsey, Notary Public