

**SPRINGWOOD ESTATES  
DECLARATION OF COVENANTS  
AND RESTRICTIONS  
*PHASE 2***

**STATE OF LOUISIANA**

**PARISH OF PLAQUEMINES**

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

FIRST EQUITY, INC.,  
a Louisiana Corporation appearing herein by and through its duly authorized representative,  
George L. Pivach, Jr., pursuant to a resolution of the Board of Directors, the original of which is  
attached hereto and made a part hereof (hereinafter sometimes referred to as Declarant or  
Developer);

who after being duly sworn, declared that:

**WHEREAS**, Declarant is the owner of the real property known as SpringWood Estates, located  
in Section 2, Township 14 South, Range 24 East, and Section 9, Township 14 South, Range 25 East,  
Plaquemines Parish, Louisiana, more particularly Lots 1, 11 and 134-240 designated as Phase 2 and  
desires to create thereon a covenant restricted residential community; and

**WHEREAS**, on February 26, 2004 the Plaquemines Parish Council adopted Ordinance No. 04-  
53 granting final approval of plans of re-subdivision with respect to Phase 2 of said Property, as per  
survey by Hugh B. McCurdy, Jr., C. E./R.L.S., dated September 15, 2001, a copy of which is attached  
to said Ordinance No. 04-53 recorded in COB 1066 folio 1 of the records of the Parish of Plaquemines.

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in  
SpringWood Estates, and to this end, desires to subject the real property that is the subject of the above-  
referenced Ordinance (the Property) to the covenants, restrictions, charges and liens, hereinafter set  
forth, each and all of which is and are for the benefit of said Property and of each Owner thereof; and

**WHEREAS**, Declarant deems it desirable for the efficient preservation of the values and  
amenities in said community, to create an agency (Association) to which shall be delegated and  
assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and  
collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has incorporated under the laws of the State of Louisiana, a non-profit corporation, the name of which is SPRINGWOOD HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

**NOW THEREFORE**, the Declarant hereby declares that, in order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots, the dwellings and any and all other improvements located therein or thereon, all of the Property shall be held, sold, used and conveyed, subject to the restrictions, covenants, and conditions set forth in this Declaration, which shall run with the title to the Property. This declaration shall be binding upon all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in title, and assigns and shall inure to the benefit of each owner of any portion of the Property. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by all of the provisions of this Declaration.

## **ARTICLE I DEFINITIONS**

The following words when used in this Declaration and in any supplemental declaration shall have the following meanings:

- 1.1 “Association” shall mean and refer to the SPRINGWOOD HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation.
- 1.2 Property shall mean and refer to the real property that is the subject of the above-referenced Ordinance No. 04-53, namely lots numbered 1, 11 and 134-240 of Phase 2.
- 1.3 “Common Properties” shall mean and refer to those areas of land, if any, intended to be devoted to the common use and enjoyment of the Owners of the Property. Included as Common Properties are any community servitudes affecting public or private property, road rights-of-way, green space, canals, etc., which may require some degree of maintenance by the Association. Subject to the provisions of this Declaration and the rules, regulations and fees from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Lot Owner, his family, tenants and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Properties, such easement to be appurtenant to and to pass and run with the title to each Lot and dwelling.
- 1.4 “Lot” shall mean and refer to any of the 106 numbered lots (more particularly lots 1, 11 and 134-240) shown upon the above-referenced survey as recorded, with the exception of any

Common Properties.

- 1.5 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable mortgage provisions, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.6 Member shall mean and refer to all those Owners who are members of the Association.
- 1.7 By-Laws shall mean and refer to the By-Laws of SpringWood Homeowners Association, Inc., as they may be enacted and amended from time to time.
- 1.8 Annual Assessment(s) shall mean and refer to assessments levied for maintenance and beautification of the Property, and the promotion of the recreation, health and safety and welfare of all residents, including, but not limited to, the payment of taxes, insurance premiums, and the cost of repair, replacement and additions thereto, as well as the cost of labor, equipment, materials, management, and supervision thereof.
- 1.9 “Specific Assessments” shall mean and refer to costs incurred in bringing a Lot into compliance with the terms of this Declaration.
- 1.10 Class B Control Period shall commence upon the date of the Declaration and shall mean and refer to the period of time during which the Class B Members are entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.
- 1.11 Declarant or Developer shall mean and refer to First Equity, Inc., and/or its first assignee of any Lot(s).
- 1.12 Design Guidelines shall mean and refer to the design and construction guidelines and procedures set forth in Articles VI, VII and VIII hereof.
- 1.13 ARC shall mean the Architectural Review Committee which shall be created and constituted as set forth in Section 6.2.
- 1.14 Board or Board of Directors shall mean the board of directors for the SpringWood Homeowners Association, Inc.
- 1.15 Costs shall mean actual costs and expenses, including attorney\_s fees and expert fees.

1.16 Service Personnel shall mean any person providing goods or services to a Lot Owner.

1.17 Subdivision shall mean SpringWood Estates Subdivision, Phases 1, 2 and 3.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 The Property. The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Section 2, Township 14 South, Range 24 East, and Section 9, Township 14 South, Range 25 East, Plaquemines Parish, State of Louisiana, and is known as SpringWood Estates Phase 2, comprised of residential Lots 1, 11 and 134-240 inclusive as designated on the aforementioned survey, together with any Common Properties, as approved pursuant to Ordinance No. 04-53, recorded in COB 1066, Folio 1 of the Records of Plaquemines Parish. The Property may include adjoining properties owned or hereinafter acquired by the Developer which may become part of SpringWood Estates, as designated by the Developer at its sole discretion.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Membership. Every person or entity who is a record Owner of a fee interest or undivided fee interest in any Lot shall be a Member of the SPRINGWOOD HOMEOWNERS ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulations and the restrictions on voting set forth in Section 3.2, and all such co-owners shall be jointly, severally, and solidarily obligated to perform the responsibilities of Owners. The membership privileges of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. The Association shall have two classes of Membership, those being Class A and Class B.

Class \_A\_. Class \_A\_ Members shall have one equal vote for each Lot in which they hold the interest required for membership in accordance for Section 3.1; provided, however, that there shall be only one vote per Lot to be exercised as the Owners thereof determine among themselves. In no event, shall more than one vote be cast with respect to any Lot.

Class \_B\_. The sole Class \_B\_ Member(s) shall be the Developer. The rights of the Class \_B\_ Members include the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles of Incorporation of the Association. The Class \_B\_ Members may appoint a majority of the members of the Board of Directors, who need not be a Member, during the Class \_B\_ Control Period. Class \_B\_ memberships shall terminate upon the earlier of:

- (a) The date upon which the Developer has sold or otherwise divested or transferred all of the Lots; or
- (b) When, in its discretion, all Class B Members so determine and declare the termination of its Class \_B\_ membership in a recorded instrument, in which event the Developer shall be a Class \_A\_ Member entitled to a Class \_A\_ vote for each Lot which it owns.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

- 4.1 Creation of the Lien and Personal Obligation of Assessment. Each Class \_A\_ Lot Owner by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and agree to pay the Association: (1) Annual Assessments, and (2) Specific Assessments, to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Specific Assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and all costs and fees of collection shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time the assessment fell due.
- 4.2 Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of beautification of the subdivision and promoting the recreation, health, safety, and welfare of the residents of the Property related to the use and enjoyment of the Common

Properties and maintaining the entire Property, including but not limited to the payment of taxes and insurance, repairs, replacement and additions thereto, and the cost of labor, equipment, materials, management, and the supervision thereof.

- 4.3 Annual Assessment. An Annual Assessment shall be due and payable by each Class A Lot Owner at the beginning of each calendar year. The obligation to pay Annual Assessments provided for herein shall commence on January 1, 2004. The Annual Assessment for the year 2004 shall be \$50.00. The first year's Annual Assessment shall be paid by purchaser at the act of sale. No proration of the initial Annual Assessment shall be made at closing. Developer shall not be responsible for any Annual Assessments.
- 4.4 Adjustment of Annual Assessments. The Board of Directors of the Association may, after consideration of both the current maintenance costs and the future needs of the Association, propose that the annual assessment for any year be decreased or increased. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated common expenses during the coming year. Annual Assessments shall be levied equally against all Lots, and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted common expenses.
- 4.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a Lot to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, provided that the Board shall give the Lot Owner ten (10) days written notice to bring the Lot into compliance before levying any Specific Assessment. Specific Assessments shall be due and payable within ten (10) days after written notice to the Lot Owner. Developer shall not be responsible for a Specific Assessment.
- 4.6 Duties of the Board of Directors. Once an annual budget has been prepared as referenced in Article 4.4, the Board shall fix the date of commencement, and amount of the Annual Assessment applicable to each Lot for at least thirty (30) days prior to the beginning of the fiscal year in which it is to be effective and, at that time, shall prepare a roster of the Lots, the Owners thereof, and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner during reasonable hours as determined by the Association.

Written notice of the Annual assessment, shall be mailed to every Owner subject thereto at the address provided by the Owner to the Association, not less than thirty (30) days before the payment thereof is due.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer or Board of Directors of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- 4.7 Effect of Non-Payment of Assessments; Personal Obligation of Owner; Liens and Other Remedies of the Association. If any assessment (whether Annual or Specific) is not paid when due, then such assessment shall be deemed delinquent, at which point the amount thereof, together with interest thereon, and the cost of collection thereof, shall be a continuing lien on the Lot or Lots subject to said assessment, and such lien may be evidenced by the filing of a lien affidavit in the mortgage or other official records of the Clerk of Court for the Parish of Plaquemines.

Dues are due by January 1st of each year.

If the payment is not received by January 31st, a past due notice will be mailed and a \$50-dollar late fee will be accessed. If the payment is not received by February 28th, a second late fee will be accessed of \$25.00. If the payment is not received by March 30th, a third late fee will be accessed of \$25.00. If the late fees accessed totaling \$100 are not received by March 30th, a certified letter will be mailed by the attorney informing the owner that their assessment, penalty and attorney fees are not paid, a lien will be filed against the property. Finally: A lien affidavit will be filed for registry and recorded in the Clerk of Court's office for the Parish of Plaquemines. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the pleadings in such action; in the event that judgment is obtained, such judgment shall include late charge on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with cost of the collection.

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## **ARTICLE V SECURITY, INDEMNIFICATION AND INSURANCE**

- 5.1 Security. The Declarant shall not, under any circumstances or at any time, be responsible or liable for security on, or in the vicinity of, the Property. The Association may (but shall not be obligated to), maintain or support certain activities within the Property to make the Property safer than otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, can not be compromised or circumvented, or that any such systems or security measures undertaken will prevent loss or provide the detection or protection for which the

system, if any, is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant are not insurers, and that each person using the Property assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, for any reason.

- 5.2 Indemnification. To the maximum extent permitted under Louisiana law, the Association shall indemnify, and defend every officer, director, and committee member against all damages and expenses, including attorney\_s fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death, or property damage.

No officer, director, or committee member shall be liable if she or he acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interest of the Association.

No officer, director or committee member shall have any personal liability with respect to any contract or other commitment made or action taken in good faith by or on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee member from and against any and all liability to others on account of any such contract, commitment or action.

- 5.3 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, may elect to obtain and continue in effect adequate insurance with respect to any Common Properties or on behalf of the officers and directors of the Association including, by way of example, the following:

- (a) Property insurance covering \_risks of direct physical loss\_ for all insurable improvements on the Common Properties for which it has responsibility for maintenance, repair or replacement in event of casualty. Any such policies may have sufficient limits to cover replacement costs of the insured improvements.
- (b) Commercial general liability insurance with respect to the Common Properties, insuring the Association and its Members against damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. Any such policy may have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage.
- (c) Directors/Officers Liability Insurance



- 5.4 Premiums. Any insurance premiums shall be common expenses, and the cost thereof shall be included in Annual Assessments.

**ARTICLE VI  
DESIGN AND CONSTRUCTION  
PROCEDURE FOR SUBMITTAL  
TO  
ARCHITECTURAL REVIEW COMMITTEE**

- 6.1 General. The design and construction guidelines and procedures set forth herein (the Design Guidelines), shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide Owners, architects and contractors with a set of parameters to be used in their preparation of plans and specifications, as well as submittal procedures for review and approval of plans and construction procedures. PRIOR TO COMMENCEMENT OF ANY WORK ON A LOT, INCLUDING ANY GRADING OR CLEARING (OTHER THAN WEED OR TRASH REMOVAL), THE OWNER OF A LOT SHALL SUBMIT TO THE ARC PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION, REMODELING OF ANY RESIDENCE, GARAGE, BUILDING, SHED, STOREROOM, PARKING PAD, FENCE OR WALL, SWIMMING POOL, GREENHOUSE, PLAYHOUSE, ANTENNA, SATELLITE DISHES AND OTHER SIGNIFICANT IMPROVEMENTS. NO WORK MAY COMMENCE ON ANY LOT UNTIL THE WRITTEN APPROVAL OF SUCH PLANS HAS BEEN GIVEN BY THE ARC. NO BUILDING ON ANY LOT MAY PROCEED EXCEPT IN ACCORDANCE WITH SUBMITTED PLANS AS APPROVED.
- 6.2 Architectural Review Committee. Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by an Architectural Review Committee, hereinafter referred to as the ARC. The ARC shall eventually consist of three (3) members who shall be elected annually, by an affirmative vote of a majority of the Board of Directors. However, until One Hundred percent (100%) of the Lots in an existing and/or planned filings in SpringWood Estates have been sold, the ARC shall consist of two (2) members or representatives of the Developer (the Initial ARC), or their designees or successors. The Developer may voluntarily relinquish control of the ARC to the SpringWood Homeowners Association, at any time it may choose. The Members of the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or expenses of others, including but not limited to attorney's fees, which may arise as a result of the administration of

the Design Guidelines. The ARC may vary and make exceptions to the Design Guidelines on an individual Lot or Lots.

- 6.3 Requirement and Process for Review. Each applicant shall be required to complete and submit an Application for Review form, to be furnished by the ARC, which shall contain basic information for the review process, together with a) copy of Deed evidencing Owner's ownership of Lot, b) *one (1)* complete set of plans and specifications, and c) a check in the amount of \$20.00, made payable to the Association, to defray the expenses of the ARC in processing the application. Additional resubmission(s) of the application, as may be required for approval, may result in additional processing fees.
- 6.4 Submittal of Plans. The Application, with attachments, shall be submitted to the ARC or (at the termination of the Class B Control Period) at the designated office of the Association. *A letter shall be sent to the Applicant advising of the approval, approved as noted, or disapproved.*

The plans and specifications to accompany the application shall indicate the nature, kind, shape, size, materials and location of all proposed structures and improvements to the property as specified in Section 6.5.

6.5 Requirements. The plans and specifications (certified by a licensed Engineer or Architect, and in accordance with all laws and regulatory bodies having jurisdiction) shall include the following:

- (1) Site Plan. A Site Plan, with minimum scale of 1"=20'-0", indicating the location of the proposed residential structure and other structures. Setback lines, fences, pools, patios, driveways, sidewalks and the like and any other proposed, exterior improvements shall be clearly indicated.
- (2) Floor Plan. The Floor Plan(s), with a minimum scale of 1/4"=1'-0", indicating living area, garage, carports, and connections to driveways and walkways. The Floor Plan shall include an area analysis of (1) living area, and (2) total area (under roof). In case of the dwelling with multiple floors or levels, the Floor Plan shall indicate those areas which are open to the second floor.
- (3) Exterior Plan. The front, rear, and side exterior elevations, indicating building materials, finishes, openings such as doors and windows, and indicating the maximum height of the dwelling and garage.

- (4) Roof Plan. The roof plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other proposed items such as gutters and downpipe locations.
- (5) Foundation Plan. A Foundation Plan and detail sheet.
- 6.6 Time for Approval. Each application shall be date recorded as received by the ARC, and shall be reviewed and approved or disapproved with written indications of required modifications within fourteen (14) working days from the date of receipt. In the event of disapproval and re-submission, the ARC shall require an additional fourteen (14) working days, from the date each resubmission is received, within which to review and to approve or disapprove. In the review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding or adjacent structures, topography, among other issues. The review of the ARC may be based on purely aesthetic considerations. If construction is not commenced within six (6) months after the date of approval of the plans or proposals, then the approval is void.
- 6.7 Variances. Variances may be considered when circumstances such as topography, natural obstructions, hardship, or aesthetic or any unique circumstances exist. Requests for variances must be in writing and must state the reason for and the variance requested, with the Owner's name, phone number, address and Lot number. Any request for variance shall cause the fourteen (14) day review period to run anew from the date of the variance request.
- 6.8 Parish Zoning Ordinance. Any Lot Owner seeking a waiver/variance of any Parish/State Zoning Ordinance must obtain written approval from (1) ARC, in addition to (2) the appropriate Parish/State authority.
- 6.9 Right to Enter and Inspect. Following approval of any application, plans and specifications by the ARC, representative(s) of the ARC (or a designee) shall have the right but are not obligated to enter and inspect any Lot, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to immediate injunctive relief stopping further construction, and requiring the removal or correction of any work in place which does not comply with approved plans and specifications. If the ARC is successful in enforcing these covenants, the ARC is entitled to reimbursement from the Owner of all attorneys and expert fees and costs associated with the enforcement of these covenants.

- 6.10 Limitation of Liability. Neither the approval of plans and specifications, nor the promulgation of the Design Guidelines and the Drawings, shall ever be construed as representing or implying that such plans, specifications, Design Guidelines, or Drawings will, if followed, result in properly designed improvements. Such approvals, Design Guidelines and Drawings shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith shall be deemed to be constructed in a good and workmanlike manner. Neither the Developer, the Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines or the Drawings, or for any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, or any defects in construction undertaken pursuant to such plans and specifications. All dwellings, and other structures or improvements, shall be constructed in compliance with any and all applicable state, parish and municipal zoning and building restrictions, and any other applicable laws, ordinances, regulations and restrictions.

## **ARTICLE VII GENERAL RESTRICTIONS**

- 7.1 Residential Purpose. Each Lot will be used for single family residential purposes only. No parks, playgrounds, libraries, museums, churches, public or private schools, nurseries, day care centers, or group home of any kind (including without limitations, any community home as defined in La. R. S. 28:477), clinics, private or public social clubs shall be permitted or located on any Lot.
- 7.2 Single Family Residence. No building shall be erected, altered, placed or permitted to remain on any Lot(s) other than one single family residential dwelling not to exceed three floors in height with private garage or carport and outbuildings usually associated with residences.
- 7.3 Satellite Dishes and Antennas. No Satellite Dish Antennae or similar structure(s) shall be visible from the street. No radio, short wave, television or other antennae over five feet above highest roof line of the individual residence shall be permitted. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the ARC, and will be subject to such decorative and screening requirements as the ARC, in its sole discretion, shall require.
- 7.4 Basketball Goals. No basketball goals or the like may be located on the property between the street and the front wall of the dwelling.
- 7.5 Landscaping. Within sixty (60) days after the date of occupancy of any home on a Lot (the Sod Completion Date) the Lot Owner shall grass sod at least the front yard (and side yard facing

the street if a corner Lot.) Within nine (9) months after the date of occupancy of any home on a Lot (the Landscaping Completion Date) the Lot Owner shall landscape the front yard of the home (with beds and plantings) at a minimum value of \$1,500.00 (excluding sod).

Any Lot Owner who does not complete said sod/landscaping prior to the Sod and/or Landscape Completion Date(s) shall pay a fine of \$300 to the Association for each thirty (30) day period the Sod/Landscaping is delayed beyond the Sod and/or Landscape Completion Date. The Association shall have lien rights to enforce payment of such fine.

- 7.6 Home office. The use of a portion of a dwelling as a home office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic.
- 7.7 Tenants. Lease or rental of a Dwelling for single family residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term of at least twelve (12) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Association. All leases shall be required to be in writing, shall be recorded in the conveyance records of the Parish of Plaquemines, and prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of these restrictions and the rules and regulations adopted hereunder.
- 7.8 Temporary Structures. No structure of a temporary character, including but not limited to a trailer, mobile home, manufactured home, modular building, tent, shack, garage, barn, or other buildings or constructions, shall be permitted on any Lot or Dwelling at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Association. Motor homes cannot be utilized on any Lot on a temporary or permanent basis for living purposes.
- 7.9 Services. All services, such as gas, telephone, electric power, sewers, drains, and water pipes shall be placed underground from the Property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the ARC.
- 7.10 Pets. Ordinary household pets shall be allowed, but shall be under leash at all times when not on the Owner's Lot. Snakes shall not be allowed.
- 7.11 Signs. Except for the entrance sign(s), directional signs, security signs, signs for traffic control or safety, and such promotional signs as may be maintained by the Developer, no signs or advertising of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling situated on the Property, provided that one temporary real estate sign and one temporary contractor's sign not exceeding eight (8) square feet in area, each, may be erected

upon any Lot or attached to any Dwelling placed on the market for sale. Any such temporary real estate or contractor\_s sign shall be removed promptly following the sale of the Property or completion of construction. The Developer and or its realtor is excepted from this paragraph 7.11.

- 7.12 Grass Cutting. It is the responsibility of each Lot Owner to maintain the grass in a presentable condition. All Lots must be kept in compliance with the Plaquemines Parish Government rules pertaining to vacant lots.

The Association (and/or the Developer) has the authority to cut grass on any Lot which it determines has become overgrown or unsightly. If a Lot is overgrown or in need of grass cutting, the Lot may be mowed at least monthly and the Owner of said Lot shall be billed actual costs or \$100.00 whichever is greater per mowing. Each Lot Owner agrees that Owner must promptly pay for any Lot cutting. Further, each Lot Owner agrees to reimburse the Association (and/or Developer) for all costs, including legal fees expended in collecting money due for Lot cutting. The Association (and/or Developer) may place a lien on the Lot to further secure payment.

- 7.13 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any Lot or on any Common Properties at any time.

- 7.14 Noxious Activities / Noise. Noxious or offensive activities shall not be carried on in any Lot or Dwelling; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. Each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Subdivision or which could result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, horns, whistles, bells, or other sound devices, except monitoring and fire alarm devices used exclusively for such purposes, shall not be located, used, or placed within the Development.

- 7.15 Four Wheelers and Motorbikes. Four wheelers, dirt bikes/motorcross, motorized bikes and the like are not allowed to be operated within the Subdivision or adjoining properties.

- 7.16 Garbage and Refuse Disposal. No lot shall be used as a site for garbage or the dumping of rubbish of any kind. Trash and garbage shall be kept in sanitary containers not visible from the street. Receptacles may be placed on the street on the day of garbage pick-up and must be removed the same day. No incineration of garbage shall be allowed. Lot fill may consist of dirt, clay and sand only and may not contain cement, building materials, wood or other materials.

No Owner shall dump or bury debris including, in particular, construction debris, concrete, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage canal or elsewhere within the Subdivision, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff.

No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the persons using or occupying any other portions of the Subdivision. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places trash or debris upon any portion of the Subdivision shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject. The Association may also place a lien on the Lot to further secure payment.

- 7.17 Vehicles, Equipment and Parking. Each lot shall provide adequate off-street, paved parking for at least four (4) vehicles. Any residence constructed on a Lot must include off street paved parking for all vehicles operated from that residence. Residents will not be allowed to park on the streets of the subdivision for no more than four consecutive hours nor will they be allowed to keep vehicles in a state of disrepair in a place that allows them to be seen from the street.

No automobile, truck or any vehicle of any type including trailers, boats, motor homes, sporting equipment or any other equipment may be parked or stored on any street or front lawn. Front lawn is defined as any non-paved area between the street curbing and the front wall of the residence. No truck, trailer or any other type vehicle with load capacity in excess of one (1) ton, nor any school bus, church bus, or hired vehicles carrying over twelve (12) passengers is to be stored or parked on any driveway, between the street curbing and the front wall of the residence, except in making deliveries. No commercial or industrial type equipment including but not limited to bulldozers, tractors, tractor trailers, dump trucks or any other heavy equipment may be parked or stored on any lot or any driveway located on any lot.

Vehicles of any nature or kind which are not in complete operating condition may not be stored on any Lot for a period of more than seven (7) days, except in a closed garage. Major repairs to vehicles are not permitted in a place that would allow viewing from the street.

No boats, boat trailers, motor homes, recreational vehicles, campers or boat rigging can be parked or stored on any Lot(s) for a period of more than seven (7) days unless stored within a garage, carport, or outbuilding, or within an enclosed side and/or rear yard area.

- 7.18 Mineral Operations. No oil, gas or mineral drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained.
- 7.19 Sale of Property. The seller and purchaser of a Lot shall give written notice to the Association within ten (10) days after the sale of said Lot in the subdivision. *Said notice to be sent to the SpringWood Homeowners Association, 8311 Hwy. 23, Suite 102, Belle Chasse, LA 70037 or (at the termination of the Class B Control Period) at the designated office of the Association.*
- 7.20 Storage of Personal Property. All personal property kept on the premises of a Lot shall be either kept and maintained in a proper storage facility, or shall be stored in a fenced yard at the rear of the home. However, nowhere on the Property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the Property, including in the front, on the side, or to the rear of the Property. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the ARC. Among other remedies, and after thirty (30) days notice to Owner, the Association or its agent may come upon the Lot to remove property being stored in violation of this provision, all at the expense of the Owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a junk car under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.
- 7.21 Conflict with Other Laws and Regulations. Nothing in these restrictions and covenants shall be construed to minimize, lessen, or reduce the minimum requirements of the Comprehensive Zoning Ordinance and/or the Building Code of the Parish of Plaquemines or other appropriate and governing laws and regulations. In case of a conflict of laws, the stricter or more stringent regulation shall take precedence and govern.

**ARTICLE VIII**  
**DESIGN AND CONSTRUCTION**  
**REQUIREMENTS AND GUIDELINES**

- 8.1 General. The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each Lot and the construction of the residential dwelling and other structures and improvements. As each prospective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:



8.2 Dwelling Quality and Size. The dwelling size restrictions for Lots 1, 11, 134-161, 212-240 are as follows: no one story dwelling shall be permitted with less than 2000 square feet of living area and 2400 square feet of total area; no two or three story dwelling shall be permitted with less than 2400 square feet of living area and 2800 square feet of total area.

The dwelling size restrictions for Lots 189-211 are as follows: no one story dwelling shall be permitted with less than 2300 square feet of living area and 2700 square feet of total area; no two or three story dwelling shall be permitted with less than 2600 square feet of living area and 3100 square feet of total area.

The dwelling size restrictions for Lots 162-188 are as follows: no one story dwelling shall be permitted with less than 2500 square feet of living area and 2900 square feet of total area; no two or three story dwelling shall be permitted with less than 2700 square feet of living area and 3300 square feet of total area.

### MINIMUM SQUARE FOOTAGE REQUIREMENT

Lot No.	1 Story		2+ Stories	
	Living Sq. Ft.	Total Sq. Ft.	Living Sq. Ft.	Total Sq. Ft.
<i>1, 11, 134-161, 212-240</i>	2000+	2400+	2400+	2800+
<i>189-211</i>	2300+	2700+	2600+	3100+
<i>162-188</i>	2500+	2900+	2700+	3300+

8.3 Building Location. All dwellings shall be erected and placed on Lots so as to face the front Lot line. The following Lots which adjoin two street(s) shall face the following streets designated as the Front Lot Line:

Designated	
<u>Front Lot Line</u>	<u>Lots</u>

<i>Spring Thyme Dr.</i>	<i>1, 134, 135, 230, 231</i>
<i>Ginger Ct.</i>	<i>11</i>
<i>Lavender Ct.</i>	<i>162, 188</i>
<i>Jasmine Ct.</i>	<i>189, 211</i>
<i>Wild Rose Dr.</i>	<i>222, 228</i>

- 8.4 Construction Materials. Not less than three sides of the first floor of any dwelling must be of masonry construction. Masonry construction shall include, but not be limited to, stucco, brick, or cement siding. No Dwelling shall have a roof made of flat or corrugated tin or metal. This restriction does not apply to bay windows and the like. No prefabricated buildings shall be constructed on any Lot. No existing single family residential dwelling(s) shall be moved onto, placed or maintained on any Lot.
- 8.5 Concrete Slab / Garages / Other Buildings. All dwellings must be built on a concrete slab adjacent to the ground. All other buildings including garages and sheds must be built on concrete slabs adjacent to the ground, and must have an exterior finish of the same quality as the home, *i.e., not less than three sides of the first floor of said building must be of masonry construction.* Each dwelling erected shall have a carport or garage to accommodate no less than two cars (*minimum width of 20'*) prior to occupancy of the dwelling. No conversion of any carport or garage to finished space on any Lot will be allowed without the prior approval of the ARC. Garages and other detached or outlying structures shall be approved in advance by the ARC and constructed with the same quality materials and construction as the dwelling. No metal buildings shall be allowed.
- 8.6 Front Lot Restrictions. No construction, erection, or placement of any thing, permanently or temporarily, from the street curbing to the front of the home, except for a mailbox or landscaping, will be allowed without prior written permission of the ARC. This shall include, without limitation, signs (excepting signs allowed in Section 7.11), basketball goals, swing sets and similar sports and play equipment, clothes lines, woodpiles, swimming pools, antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind, dog runs, animal pens, fences or walls of any kind.

All dwellings and other structures shall be constructed in compliance with any and all applicable state, parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies including front, rear, and sideyard setbacks. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot or Dwelling shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Plaquemines Parish Zoning Ordinances.

- 8.7 Grading. The grade of any Lot is not to be raised by any Owner so as to adversely affect an adjacent Property Owner. All grading, clearing, construction of impervious surfaces and other construction activity performed on Lots or Dwellings shall be performed in accordance with the standards promulgated by the ARC. Prior to any such grading, clearing, construction of impervious surface, or other construction activity, the Owner of any Lot or Dwelling shall receive the prior written approval of the ARC. The removal of dirt and/or fill material from any Lot is prohibited without prior written approval of the ARC. All grading shall conform to the requirements of Section 8.8 (Drainage).
- 8.8 Drainage. Drainage swales, piping, or equivalent shall be constructed/maintained to ensure proper drainage. A Lot shall not drain onto any adjacent Lot.
- 8.9 Fences. No fences of any kind or type shall be erected, placed or maintained on any Lot between the front wall of the residence and the front boundary line of said Lot. Fences are to be constructed of cedar, treated pine, brick, vinyl, or better/equivalent material, in a conventional, industry approved designed shape with a height not to exceed seven (7) feet. Chain link fences are not allowed except along the rear Lot line of those lots bordering Industry Canal. No fence shall be permitted or constructed with an unfinished side fronting or facing a street. All fences, fence plans and fence materials must be approved by the ARC.
- 8.10 Perimeter Fences. The Developer may construct a perimeter fence. In the event the Developer constructs a perimeter fence, each Lot Owner shall be responsible for the upkeep, maintenance and repair of the perimeter fence bordering Owner's Lot. Lot Owner(s) agree to repair the fence within thirty (30) days of damage or noticeable disrepair. If repairs are not made within thirty (30) days, Developer or the Association reserves the right to make such repairs and charge the Lot Owner the cost of these repairs. Each Lot Owner accepts liability for civil damages arising from perimeter fence located on Owner's Lot; liability shall commence at purchase of the Lot.
- 8.11 Air-Conditioning and Heating Units. No window air-conditioning or heating units shall be installed in any Dwelling; garage and outbuildings may have window mounted heating or air conditioning units not visible from the street. All exterior heating and/or air-conditioning compressors or other machinery shall be located on the rear or the side of the residence. Under no circumstances shall any of the same be located at the front of the residence.
- 8.12 Mailboxes. A mail receptacle shall be constructed for each residence. The ARC shall designate a mailbox, including mounting post, specific as to design, construction, size, material and color, to be used for ALL Lots in the subdivision, (\_Subdivision Mailbox\_). The Owner shall only use the \_Subdivision Mailbox\_ to be purchased by each Lot Owner.

- 8.13 Driveways / Sidewalks. Driveways or other areas on the Lot used for vehicular traffic shall be constructed of paved concrete, pavers, or similar, hard-paved surface approved by ARC, and shall extend from the edge of the street, continuously to the edge of the garage. Off-street parking shall be provided for a minimum of four (4) vehicles, including garage/carport parking.

Walkways to the front entrance of the home shall be permitted. All walkways shall be constructed of concrete, paved concrete pavers, brick, or similar surface approved by ARC.

- 8.14 Swimming Pools. Swimming pools will be permitted in side or rear yards only, provided, however, that each such pool, on the Lot(s) on which such pool will be located, is entirely surrounded by a fence of not less than seventy-two (72") inches in height and otherwise in conformity with all other fence requirements contained herein. Further, no part of the completed installation shall be constructed and/or sited nearer than ten (10') feet to either side lot line; nearer than thirty (30') feet to the front lot line; or nearer than six (6') feet to the rear property line. The finished top-side of the surface deck shall not be constructed higher in elevation than four (4') feet above the established site grade of the residential dwelling. All equipment, including without limitation, pumps, piping and diving boards shall not be placed or maintained higher than five (5') feet above site grade of the residential dwelling *and shall not be visible from the street.*

- 8.15 Exterior Maintenance. All owners must maintain structures, equipment or other items on the exterior portion of the Dwelling in good repair and keep same safe, clean and orderly in appearance at all times, and maintain such structures, equipment or other items in an attractive manner. The ARC may determine whether the structures, equipment or other items are clean, orderly in appearance, and properly painted or preserved. If the Association notifies the particular Owner in writing that said structure, equipment or other items fail to meet acceptable standards commensurate with other structures, equipment and other items in the subdivision, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the ARC, and failing to remedy such condition, the Owner hereby covenants and agrees that the Association may perform such necessary maintenance, but is not obligated to perform the same, or take such actions as will bring the said structures, equipment or other items up to acceptable standards; all such repairs and actions are at the sole expense of the Owner. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter. The cost of any such maintenance shall be assessed against the Lot upon which the maintenance is performed, and shall be due and payable within five (5) days after written notice of the assessment is mailed to the Owner. The cost of any maintenance shall also constitute a lien against the Lot and a personal obligation of the Owner, and may be enforced and collected in the same manner as provided for the collection of delinquent assessments.

- 8.16 Miscellaneous. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades, or other purpose. Except within the fenced portion of the Lot, outside

clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall.

## **ARTICLE IX CONSTRUCTION REGULATIONS**

- 9.1 General. The Association shall apply these construction regulations to all Owners, and to all general contractors, builders, sub-contractors, suppliers and other service personnel (hereinafter referred to as the Service Personnel), while in the SpringWood Estates Subdivision. Each Owner shall be responsible for, and shall familiarize any and all Service Personnel working on Owner's Lot, with these regulations. The Association may enforce these regulations, and notification of any violation shall be sent to the Owner of the Lot(s) responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved Owner shall have five (5) working days to correct the situation, failing which the Association may take the necessary action to correct the violation. The actions and remedies available to the Association shall include, but not be limited to, immediate injunctive relief, charging the Owner for any and all corrective measures; withholding ARC review and/or approval until such violations are corrected; and denying entry to Service Personnel, thereby preventing work on the Lot.

Any damage done by Service Personnel to Common Properties, Lots, streets and curbs, mailboxes, walls, fences, landscaping, and any other improvements in the Subdivision, shall be paid for by the Owner for whom the involved Service Personnel was working.

- 9.2 Noise. No noxious or offensive noise(s) or activities shall be carried on any Lot. Loud radios or noise shall not be allowed within the subdivision, whether produced by Service Personnel or otherwise. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the Dwelling under construction.

- 9.3 Construction Time. Construction of each residence must be substantially complete and enclosed for occupancy by the Owner within one (1) year of the issuance of a building permit. If such improvements are not completed within the time period specified in this section, then the Lot Owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance. No building shall be occupied or used as a dwelling before the exterior has been finished, the sewerage connected to an operational collection line, and all requirements of the state and parish Boards of Health complied with.

Construction activities that may disturb other Owners shall be limited to the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, and 8:00 A.M. to 5:00 P.M. on Saturdays and Sundays. Sunday construction is discouraged. *Construction activities in times other than those*

*designated are not allowed. An exception to this rule will be made if neighboring lot owners have signed a statement allowing construction during the prohibited time.*

- 9.4 Trash Handling. The Owner shall install a construction fence along the perimeter of the Lot for the purpose of keeping trash and construction materials within Owner\_s Lot. Trash and discarded materials such as lunch bags, cans and other materials, shall be removed daily. Stockpiling of trash or any material on adjacent Lots or streets is strictly prohibited. Any trash, garbage or debris shall not create a nuisance to the adjacent Property Owners. If trash and debris on a job site becomes a noticeable problem, the Association shall give notice to the responsible Owner requiring clean-up of the site within three (3) working days. If, after the 3-day period, the site has not been cleaned, the Association may remove any and all trash and debris, and assess the Owner and Lot with all costs including attorney\_s fees incurred or \$100.00 whichever is greater. Additionally, the ARC *shall* require the Owner to maintain on the Lot a dumpster for the purpose of discarding all trash and debris.
- 9.4(1) *Street/Drains. The Lot Owner (and Contractor) shall be responsible for keeping on a daily basis all construction material including sand, mud and the like out of the street and related drains. Every precaution is to be made by the Lot Owner and Contractor to keep said material on said lot. Sand, mud and the like must be removed from the streets and the streets kept clean by the Lot Owner and/or Contractor on a daily basis. In the event the Developer and/or Association is required to clean the street and/or protect the drains, the Lot Owner and Contractor will be assessed the cost of removal (or \$100.00, whichever is greater) in addition to a daily charge of \$25.00 per day.*
- 9.5 Concrete Slabs for Residence. Concrete slabs for residences should be poured through the use of a pump truck. Driving on neighboring lots is strictly prohibited without written permission of the Lot Owner. All damages to neighboring lots incurred in the pouring of the slab (including ruts) shall be immediately repaired by the contractor and/or Owner.
- 9.6 Facilities. Service Personnel shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the Service Personnel and shall be located out of the right of way, and sanitized at least weekly. Owner shall provide adequate facilities for service personnel on each individual site.
- 9.7 Damage to Utilities. If any telephone line, television cable, electrical, water, sewer, or other utility lines are cut or damaged, it shall be the responsible party\_s obligation to immediately report such incident to the appropriate utility company and to the Parish authorities.
- 9.8 Service Personnel Vehicles. Service Personnel shall limit parking to the street immediately in front of the construction site, or to the site itself. Parking on adjoining Lots is strictly prohibited. Service Personnel shall avoid blocking the street, and shall limit the duration of any necessary blockage to a minimum. No vehicles belonging to or on site at the request of Service

Personnel may be left in the Subdivision overnight. Construction equipment may be left on site while in use, but must be kept off the street.

Washing any truck or vehicle on the street or another Lot is strictly prohibited; Concrete delivery trucks may be washed only on the immediate construction site. It is the responsibility of the Owner for whom the Service Personnel is working to provide clean-up. If Owner does not meet this obligation within three (3) days of notice, the Association may take control of the clean-up, and all costs thereof or \$200.00 whichever is greater, shall be assessed to the Owner. Spills shall be reported to the Developer and the Association as soon as possible.

- 9.9 Business Signs. Business signs or other forms of advertisement are only permitted during actual construction, and are limited to eight (8) square feet maximum area. Building permits shall be posted as required, and protected from the elements. No sign or permits shall be attached to trees.
- 9.10 Security Deposit. *Each owner shall deposit with the ARC the sum of \$1,000.00 per lot (to be held in a non-interest bearing account) for the purpose of guaranteeing compliance with these Covenants and Restrictions. Said security deposit shall be paid prior to the ARC's final approval pursuant to Paragraph 6.1. This sum shall be returned to the Owner after the sod has been installed (pursuant to Paragraph 7.5) on the Owner's Lot less any deductions resulting from failure to abide by these Covenants and Restrictions. All disputes and/or discrepancies shall be resolved prior to the return of the security deposit.*
- 9.11 Permitted Contractors. *Each Contractor shall be pre-approved by the ARC prior to the beginning of construction. The ARC may deny any contractor and/or sub-contractor the right to construct/build home(s) within SpringWood Estates for failure to abide by the Covenants and Restrictions. Notwithstanding the foregoing, the ARC may allow the contractor to construct/build home(s) within SpringWood Estates providing the contractor pays a security deposit in the sum of \$2,500.00 per lot, in addition to the \$1,000.00 paid by the owner as per Paragraph 9.10. This sum shall be returned to the contractor after the sod has been installed (pursuant to Paragraph 7.5) on the Owner's Lot less any deductions resulting from failure to abide by these Covenants and Restrictions. All disputes and/or discrepancies shall be resolved prior to the return of the security deposit.*

## **ARTICLE X GENERAL PROVISIONS**

- 10.1 Term/Amendment. Each provision of this instrument shall remain in full force and effect for a period of thirty (30) years, and thereafter shall be automatically extended for successive periods of ten (10) years, unless within one (1) year prior to the expiration of the initial thirty (30) year period, or within one (1) year prior to the expiration of any ten (10) year period of extended

duration, the covenants and restrictions contained in this instrument are terminated by a written instrument signed by the record Owners of not fewer than two-thirds (2/3) of the Lots subject hereto.

Any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the record Owners of not less than two-thirds (2/3) of the Lots subject to these covenants and restrictions as of the date of the instrument of amendment provided, however, that if the Developer is directly or indirectly (that is, as mortgagee) the Owner of any Lot as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of the Developer. Developer shall have the sole and exclusive authority to amend this agreement to clarify any ambiguities or conflicting terms therein for a period of six (6) years after the date of this agreement.

- 10.2 Notices. All notices, demands and/or requests shall be in writing. Upon the purchase of any Lot(s), such purchaser shall furnish the Board with a mailing address. Thereafter all notices, demands and requests required to be sent to Owner by these restrictions and covenants may be sent to that address. Notice may be by Certified Mail. Failure of Owner to provide appropriate address allows notice to be placed upon the Lot. Owner agrees to immediately notify Board of any address changes. All notices to the Board or Developer shall be mailed to 8311 Highway 23, Suite 102, Belle Chasse, LA 70037, or at any address later designated by the Board or Developer.
- 10.3 Enforcement. The Developer, the Association (through its Board of Directors), and any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding against any person or persons violating or attempting to violate any covenant or restriction. The object of any such action may be to restrain violation, recover damages, recover costs and expenses (including attorney\_s fees), or any combination thereof.
- 10.4 Forbearance. The waiver by the Developer, Association or Owner(s) of any Lot(s) or the failure of Developer, the Board or Lot Owners to strictly enforce the restrictions and covenants herein contained shall not be construed nor deemed to be a waiver of any and all rights of such parties at all times to strictly enforce such restrictions and covenants.
- 10.5 Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Nothing in these covenants shall be construed to conflict with any law or ordinance of the United States, the State of Louisiana or the Parish of Plaquemines or with the rules or regulations or requirement of any of its agencies, having jurisdiction over the use, development and construction of houses



in the Parish of Plaquemines, but in the case of an apparent conflict, the greater or more stringent requirement shall take precedence or govern.

10.6 *The declarations, covenants and restrictions of Phase 2 is to be an integral part of covenants and restrictions of SpringWood Estates, Phase 1, 2 and 3.*

THUS DONE, READ AND SIGNED before me, Notary Public, on this \_\_\_\_\_ day of March, 2004, at Belle Chasse, Louisiana.

WITNESSES:

FIRST EQUITY, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
George L. Pivach, Jr.

\_\_\_\_\_  
NOTARY PUBLIC  
PLAQUEMINES PARISH, LA

**RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF  
FIRST EQUITY, INC.**

At a meeting of the Board of Directors of First Equity, Inc. held on February 29, 2004, at which a quorum was present and voting, the following resolution was unanimously adopted, to-wit:

BE IT RESOLVED:

That George L. Pivach, Jr., is hereby authorized, for and on behalf of the Corporation to execute a Declaration of Covenants and Restrictions relative to the SpringWood Estates Subdivision Phase 2 located in the Parish of Plaquemines, State of Louisiana, under terms and conditions as are deemed in the best interest of the corporation.

BE IT FURTHER RESOLVED:

That George L. Pivach, Jr., President of said corporation, be and he is hereby authorized and directed to execute said Declaration of Covenants and Restrictions, and accept and deliver any and all documents which may be necessary in the premises.

BE IT FURTHER RESOLVED:

That any and all action taken by George L. Pivach, Jr. in connection with this resolution is hereby ratified and confirmed.

**CERTIFICATION**

This is to certify that the above and foregoing resolution is a true copy of a resolution of the Board of Directors of said corporation adopted at a meeting held on the above date.

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**DATE**