

**DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
BARKLEY PARC SUBDIVISION**

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

BY: BARKLEY DEVELOPMENT, L.L.C.

BE IT KNOWN, that on this 20th day of December, in the year of Our Lord, two thousand five;

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

PERSONALLY CAME AND APPEARED:

BARKLEY DEVELOPMENT, L.L.C., a limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by Randy P. Varuso, duly authorized by virtue of Unanimous Consent recorded as instrument number 1396541 of the records of St. Tammany Parish, its mailing address being 239 West Causeway Approach, Mandeville, Louisiana 70448; hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

WHEREAS, the Developer is either the owner of or has under option contract a parcel of land located in Section 38, Township 6 South, Range 11 East, City of Covington, St. Tammany Parish, Louisiana, more fully described herein; and

WHEREAS, the Developer is developing a residential community on a parcel of property described herein to be known as "BARKLEY PARC SUBDIVISION"; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, Open Spaces, walkways, parks, recreational facilities, Common Areas and other Community Facilities to be developed as a part of said residential community; and to this end desires to subject immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the maps and plats of surveys of Thomas J. Fontcuberta, Registered

Land Surveyor, recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of The Property described herein and parcels hereafter added, and the subsequent Owners thereof; and

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

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

NOW, THEREFORE, the Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of The Property, as hereinafter defined.

Article I

PROPERTY

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

A Certain Piece or Parcel of Land situated in Sections 32 & 38, Township 6 South, Range 11 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows:

Commence from the Northwest corner of section 41, T6S-R11E, measure North 52 degrees East, a distance of 3485.46 feet to a point; thence measure North 08 degrees 30 minutes West, a distance of 942.48 feet to a point; thence measure North 61 degrees 35 minutes East, a distance

of 287.10 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING, measure North 35 degrees 50 minutes West, a distance of 387.90 feet to a point; thence measure South 29 degrees 30 minutes 53 seconds West, a distance of 757.86 feet to a point; thence measure South 29 degrees 26 minutes 10 seconds West, a distance of 460.00 feet to a point; thence measure North 60 degrees 31 minutes 30 seconds West, a distance of 160.00 feet to a point; thence measure North 29 degrees 26 minutes 10 seconds West, a distance of 400.00 feet to a point; thence measure North 60 degrees 31 minutes 30 seconds West, a distance of 300.08 feet to a point; thence measure North 60 degrees 26 minutes 47 seconds West, a distance of 299.54 feet to a point; thence measure North 00 degrees 37 minutes 07 seconds West, a distance of 949.85 feet to a point; thence measure North 88 degrees 35 minutes 05 seconds East, a distance of 57.0 feet to a point; thence measure North 00 degrees 45 minutes 50 seconds West, a distance of 625.6 feet to a point; thence measure South 81 degrees 15 minutes 54 seconds East, a distance of 1075.20 feet to a point; thence measure North 26 degrees 22 minutes 02 seconds West, a distance of 8.35 feet to a point; thence measure South 72 degrees 14 minutes 25 seconds East, a distance of 116.0 feet to a point; thence measure South 68 degrees 03 minutes 40 seconds East, a distance of 198.0 feet to a point; thence measure South 64 degrees 17 minutes 40 seconds East, a distance of 198.0 feet to a point; thence measure South 60 degrees 29 minutes 40 seconds East, a distance of 132.0 feet to a point; thence measure South 57 degrees 50 minutes East, a distance of 69.38 feet to a point; thence measure South 44 degrees 52 minutes West, a distance of 258.78 feet to a point; thence measure South 11 degrees 37 minutes East, a distance of 170.26 feet to a point; thence measure South 56 degrees 11 minutes 50 seconds East, a distance of 117.85 feet to a point; thence measure South 60 degrees 06 minutes East, a distance of 195.85 feet to a point; thence measure North 49 degrees 13 minutes 30 seconds East, a distance of 180.0 feet to a point; thence measure South 27 degrees 38 minutes East, a distance of 462.16 feet to a point; thence measure South 08 degrees 00 minutes 30 seconds West, a distance of 29.04 feet to a point; thence measure South 28 degrees 44 minutes 30 seconds East, a distance of 518.15 feet to a point; thence measure South 54 degrees 01 minutes 30 seconds West, a distance of 834.77 feet to a point; thence measure North 35 degrees 58 minutes 10 seconds West, a distance of 837.86 feet back to the POINT OF BEGINNING.

Containing 75.40 acres.

Article II

DEFINITIONS

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

- A) "Approved Contractor" shall mean a Contractor approved by the Developer or the Architectural Control Committee .
- B) "Architectural Control Committee" shall mean the Architectural Control Committee of Barkley Parc Subdivision, as established in Article VIII of these Restrictive Covenants.
- C) "Association" shall mean and refer to Barkley Parc Owners Association, Inc., and its successors, assigns or liquidators.
- D) "Board of Directors" shall mean the Board of Directors of Barkley Parc Owners Association, Inc.
- E) "Common Areas, Open Spaces and Community Facilities" or any one of the aforesaid terms shall mean and refer to all servitudes, roads, neutral ground areas, easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas, Open Spaces and Community Facilities shall be subject to the control and authority of the Association.
- F) "Developer" shall mean and refer to (i) Barkley Development, L.L.C. or its successor entity who is assigned the rights of Barkley Development, L.L.C. as the Developer; or (ii) the lender who acquires the interest of Barkley Development, L.L.C. by foreclosure or dation en paiement.
- G) "Lot" shall mean parcels of land designated, on the Plat.
- H) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in The Property.
- I) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in The Property.
- J) "Plat" shall mean and refer to the official subdivision plat or plats of property subject to these restrictive covenants including property added after the date of these covenants.

K) "The Property" shall mean and refer to all or any portion of the real property described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.

L) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and Community Facilities, and while residing within The Property.

M) "The Subdivision" shall mean the platted subdivision and lots approved by the St. Tammany Parish Planning Commission within the Property.

Article III

OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES

Section 1. Transfer Obligation of Developer. The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas, parks, common servitudes, or streets, at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas. There shall be no obligation on the part of the Developer to transfer any property whatsoever to the Association.

Section 2. Right of Control. Following the conveyance allowed in Section 1, herein, the Common Areas shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to swings, benches, jogging trails, servitudes, roads, walkways, utility conduits, parks and related facilities. The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas.

Section 3. Areas Subject Inundation. The Developer does advise and the purchaser of a Lot within the Subdivision by acquiring such Lot does take cognizance of the fact that certain portions of the Property are subject to inundation and flooding during significant rainfall events. Each Lot owner by acquiring a Lot in the Property does accept the obligations and agreement contained in these restrictions, and does acknowledge the contents of these restrictions and does further waive any right or cause of action against the Developer arising from flooding or inundation during significant rainfall events.

Section 4. Private Streets and Park Area. The development of The Property contemplates common areas and park areas within The Property. It shall be the liability and responsibility of the Association, utilizing dues and assessments of the Members, to maintain the common areas and parks subject to the ownership or use of the Association.

Section 5. Parks, Streets and Drainage Maintenance. The parks, playgrounds and common recreation areas shall be maintained by the Association in good order and condition, free of trash, rubbish and suitable for the intended purposes for which they were established, at the cost and expense of the Association. The annual budget of the Association shall include projected expense items for the upkeep and improvement of the these Common Areas.

Article IV

ADDITIONS BY DEVELOPER

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to The Property described in Article I without the consent of the class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article I.

Section 2. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication, servitudes, prescriptions and restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which supplementary act of dedication shall extend the scheme of the within act of dedication to such annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of the within act of dedication.

Article V

OWNERS ASSOCIATION

Section 1. For the purpose of controlling, regulating and maintaining the common facilities 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 Barkley Parc Subdivision does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 et seq"

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

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

B) There shall be two hundred (200) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

- i) thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal two hundred (200); or
- ii) on January 1, 2020; or
- iii) Upon surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every Lot in which the Developer holds the interest otherwise required for such class A membership.

Article VI

RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Barkley Parc Owners Association, Inc., and Regulations established by the Association for the community, from time to time, and as amended every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge,

mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association, with the consent of the Owners of fifty-one percent (51%) of the Lots, to levy reasonable assessments, other than the assessments outlined in Article admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests: and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Community Facilities, including the right to enforce various sanctions against the Owners of Lots in Barkley Parc Subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

Section 2. Suit Limitations. Notwithstanding any other authority granted to the Board of Directors herein, the Board of Directors shall take no legal action against any firm, person or corporation in the name of and on behalf of the Barkley Parc Owners Association, Inc., except for the following suits or actions:

- i) A suit seeking collection of monies due as provided in Article V herein.
- ii) A suit to enforce Restrictive Covenants, Articles or Bylaws of Barkley Parc Subdivision.

No other suits, demands or claims in law or in equity shall be filed in any court.

Article VII

ASSESSMENTS

Section 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 any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a semi-annual sum herein sometimes referred to as "assessments" required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

- A) The cost of all operating expenses of the Common Areas and Community Facilities and services furnished, including charges by the Association for facilities and services furnished by it; and
- B) The cost of necessary management and administration, including fees paid to any Management Agents; and
- C) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- D) The cost of fire and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect; and
- E) The cost of security guard services, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and
- F) The cost of maintaining, replacing, repairing and landscaping the Common Areas and Community Facilities (including, without limitation, the cost of maintaining, replacing and repairing the drainage facilities, parks and open areas of Barkley Parc Subdivision) and such equipment as the Board of Directors shall determine to be necessary and proper; and
- G) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

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

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a

release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or Community Facilities or by abandonment of any Lot belonging to him.

Section 2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing fifty-one percent (51 %) of both classes of the then members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section 4. Acceleration Of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 5. Annual Membership Assessment. Subject to the following sections, the initial maximum annual assessment for each of the Lots to which class A membership is appurtenant shall not exceed the sum of \$240.00 per annum for each vacant Lot. The commencement of the assessment is set forth in Article VII, Section 8.

Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no Lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for in Article V of this act of dedication.

Section 6. Increase In Maximum Assessment.

A) From and after January 1, 2007, the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year.

B) From and after January 1, 2007, the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding "Section 5" by an affirmative vote of fifty one per cent (51%) of the Class A and Class B members. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all of the class A and members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 7. Lien Filing. Any installments on assessments shall be payable to the order of Barkley Parc Owners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

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

Section 8. Commencement Of Annual Assessment. The annual assessment for each class A membership shall be due and payable in full at the act of sale of a Lot from the Developer; provided that in the event the Developer transfers a Lot to an Approved Contractor, the assessments shall not become due or begin accruing until the happening of either of the following:

(i) The Lot is sold by the Approved Contractor to a third party purchaser; or

(ii) One (1) year elapses from the date of the act of sale of a Lot from the Developer to the Approved Contractor. At the time of sale by the Approved Contractor to a third party purchaser, the assessment shall be collected in accordance with Article VII. The annual assessment for any Lot shall be payable monthly, quarterly, semi-annually, or annually as determined by the Board of Directors.

Section 9. No dues discrimination. The imposition and assessment of dues and assessments shall not discriminate against any lot owner (including the Developer) or against any lot or class or group of lots unless the owner so affected shall consent. No due structure assessment or amendment to these restrictions shall operate to change any lot owners share of the total expenses of the association, or change the voting rights of its members, unless the record owner of the lot concerned and all mortgagees who have dully recorded instruments in the records of St. Tammany Parish and whose mortgage is registered with the secretary of this Association shall join in the execution of such amendment or the adoption of such assessment or dues structure.

Section 10. Attorney Fees. In the event the Association retains an attorney for the enforcement of any part or portion of these restrictions, including the collection of dues or assessments and the enforcement of use restrictions contained in Article IX herein, the lot owner against whom such enforcement action is taken shall pay all costs, expenses and fees, including attorneys fees, incurred by the Association, in the event the Association prevails in such action.

Article VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed,

moved, altered or maintained upon The Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for Barkley Parc Subdivision by the Board of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect The Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for Barkley Parc Subdivision by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the

same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

Section 4. Deposit. The Architectural Control Committee shall have the right to require an applicant requesting approval of plans and specifications for construction of a home to deposit with the Architectural Control Committee a \$1,000.00 deposit to be held in a non-interest bearing account to insure compliance with the provisions of these covenants. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these covenants.

Section 5. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified herein above, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for non completion.

Section 6. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Section 7. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

Article IX

RESTRICTIONS FOR USE OF PROPERTY

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber The Property, to-wit:

- A) All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, home occupation business or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof.
- B) No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.
- C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be 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 may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove

such Pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot.

E) No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, geodesic dome, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage or fence obscured from the street fronting the Lot. The parking of any vehicle within a street right-of-way is strictly prohibited.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and St. Tammany Parish. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I) Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

J) Except as specifically authorized herein, no satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed. The exception to the above and foregoing are specifically itemized as follows: i) satellite dishes, antennas, tower or other devices for the reception of communication signals located within an enclosed building or structure approved by the Architectural Control committee; and ii) satellite dishes not exceeding three feet in diameter mounted/attached to the house or garage within the rear yard.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, clothes line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

M) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon The Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

No signs shall be permitted at the entrance of the Subdivision or on any common ground or right-of-way in the Property except such signage as may be approved by the board of directors.

N) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

O) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the

Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P) 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. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

Q) The design, make and brand of all mail boxes in the Subdivision shall be specified and approved by the Architectural Control Committee. The cost of purchasing, installing, maintaining and replacing the approved mail box shall be at the expense of the Lot Owner.

R) Except for raised houses greater than seven feet in height above existing grade, raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills.

Raised houses with a finished first floor elevation of greater than seven feet above existing grade must provide architectural features, lattice work and landscaping or a combination thereof, approved by the Architectural Control Committee in order to prevent a "see through" appearance.

S) Upon completion of a dwelling on any Lot, the entire Lot shall be sodded with a lawn grass material approved by the Architectural Control Committee. All Lots upon which a dwelling has been constructed shall have not less than 200 square feet of landscape flower bedding with planting and mulch materials. Each Lot shall have not less than \$1,200.00 of landscaping exclusive of the cost of sod and lawn grass material.

T) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee and shall further comply with the following:

i) No fence shall be erected, placed or altered on any Lot nearer to the front street than on a line parallel to the front of the main dwelling, and for a

corner Lot, no nearer than ten feet (10') to any side street. Fences shall not exceed six (6') feet in height. There shall be no front yard fences.

ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

U) All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage and roof pitch requirements:

i) No dwelling shall be constructed on any Lot containing less than 1,600 square feet of heated and cooled area;

ii) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 9 feet; and

iii) Each structure on a Lot shall have a minimum roof pitch of 8/12.

V) Each dwelling constructed on a Lot shall have an enclosed two (2) car garage of not less than 400 square feet with a side or rear garage entry. Front yard entry garages are prohibited.

W) Carports on a Lot are prohibited

X) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a minimum of 100 square feet and a maximum of 400 square feet under beam; (ii) comply with all setback requirements; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

Y) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

i) Each Lot shall be graded to drain in accordance with the approved drainage plan.

ii) Each Lot Owner shall maintain any drainage-ways on or immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

iii) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and

preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

iv) With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

v) Prior to the deposit collected by the Architectural Control Committee in Section 4 herein is returned to the owner of a Lot, the owner/builder shall certify and guarantee to the Developer and future Lot purchaser that the Lot has been graded to drain according to the master Subdivision drainage plan. The owner and builder constructing the first residence on a Lot are obligated to comply with the requirements of this Section Y. The owner of a Lot and resident is obligated to maintain grading and swale obligations of this Section Y after construction. The Owners Association and Developer shall not guarantee or warrant compliance of this Section Y, however, the Owners Association reserves the right to enforce the provisions of this Section Y.

vi) The placing of fill material upon Flood Zone A designated property in excess of two (2') feet above existing grade is prohibited.

vii) Fill material located upon Lots 1 through 18, inclusive, as set forth on the Plat, shall provide for fill only within the building side and rear setback lines in order that there shall be no material blockage of drainage from front to rear on a lot, and that fill upon Lots 1 through 18, inclusive, shall be exclusively for foundation and driveway.

viii) Each lot shall maintain a swale along and within five (5') feet of the side lot line for each lot, and servitudes are hereby established in favor of Barkley Park Owners Association, Inc. to enter along the five (5') foot servitude established herein for the maintenance of a swale ditch.

Z) No boats, boat trailers, boat railways, hoists or any similar type of device or equipment shall be installed, constructed or maintained upon any Lots provided, however, that boats, boat trailers, hoists and the like may be stored in an enclosed storage room or garage.

AA) The discharge of firearms or operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon The Property is strictly prohibited.

BB) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

CC) The side and rear setback line restrictions established herein above shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot.

DD) Regulations regarding driveways:

i) All driveways and aprons must be concrete and must connect the driveway from the street in front of the Lot to the garage. Wash gravel on a driveway is prohibited. All driveways shall be a minimum of twenty feet (20') in width and shall be constructed not closer than ten feet (10') from the side property line.

EE) No individual water well or sewerage systems shall be allowed on any Lot. Each Lot shall utilize the central water and sewerage systems available within the subdivision.

FF) Outdoor loudspeakers, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

Article X

MISCELLANEOUS

Section 1: Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the subdivision and the owner of any

Class B memberships of the Association, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the Developer to sign an act of amendment or termination as aforesaid shall cease and terminate upon the lapse or termination of the Class B memberships in accordance with Article V, Section 2.B.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Barkley Parc Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

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

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas or Community Facilities.

Section 5. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any provisions hereof, each of which shall remain in full force and effect.

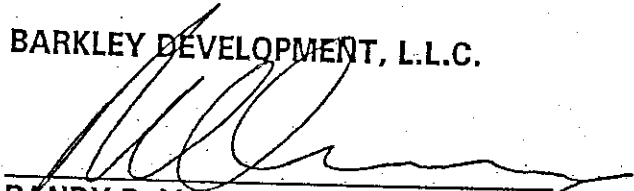
Section 6. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

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


WITNESSES:


JUDITH L. OVERMAN

By:

BARKLEY DEVELOPMENT, L.L.C.

RANDY P. VARUSO


KAREN T. McKNIGHT


A. WAYNE BURAS, Notary Public
LA. BAR NO. 3651