



the woods

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Restrictions, Conditions, Covenants and Servitudes

**RESTRICTIONS, CONDITIONS
COVENANTS AND SERVITUDES
FOR "THE WOODS"
BY: BALDWIN LAND
COMPANY, INC.**

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

BE IT KNOWN, on this the 7th day of January, 1982,
BEFORE ME, TOM W. THORNHILL, a Notary Public, duly commissioned and
qualified in and for the State and Parish aforesaid.

PERSONALLY CAME AND APPEARED:

BALDWIN LAND COMPANY, INC. (hereinafter called "Developer"), herein appearing
through Robert B. Baldwin, Jr., its President, duly authorized hereunto under and by
virtue of a resolution of the Board of Directors of said corporation hereto annexed
and made a part hereof, and said appearer declared as follows:

WHEREAS, Developer is the owner of certain immovable property situated in the
Parish of St. Tammany, State of Louisiana, which is more particularly described on
the attached Exhibit "A" and the map or plat also attached.

WHEREAS, Developer desires to provide for the preservation of the values
and amenities in said residential community and to this end, desires to subject the
immovable property described hereinabove to the covenants, conditions, restrictions,
servitudes and charges hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof;

NOW, THEREFORE, Developer hereby declares that all the immovable property
described above shall be held, sold and conveyed subject to the following servitudes,
restrictions, covenants and conditions, which are for the purpose of protecting the value
and desirability of and which shall run with the immovable property and be binding on
all parties having any right, title and interest in the described immovable property or
any part thereof, their successors and assigns, and shall inure to the benefit of each
owner thereof.

**Article I
Definitions**

Section 1. Unit Owner – shall mean the owner(s) of the unit defined in section
four (4) below.

Section 2. Exclusive Right of Use – shall mean the exclusive rights transferred to each
unit owner including the rights of ownership of property subject to these restrictions,
conditions, covenants and servitudes and any reservations of minerals made in the sale
of each unit.

Section 3. Common Rights of Use – shall mean the rights of use of the common
areas of the above described property, all as shown on the attached map or plat. These
rights of use shall not include the rights of ownership of the common property. These
rights of use shall be those rights created for each unit owner as a member in the
non-profit corporation created for the association of unit owners of "The Woods".

Section 4. Unit – shall mean the dwelling or the designated construction site
transferred by documents translatative of title to the purchaser of the same. Each unit
shall measure approximately 10,000 square feet in surface area, all in accordance with
the attached map or plat.

Section 5. Developer – shall mean Baldwin Land Company, Inc. its transferees, successors or assigns.

Section 6. Planned Environmental Community – shall mean the entire development of property described above as being owned by the Developer and otherwise defined as "The Woods".

Section 7. Common Expenses – shall mean the expenses for which each Unit Owner shall be assessed by the Association or Non-Profit Corporation for Unit Owners which expenses shall include, but are not limited to, the actual or estimated costs of:

- (1) Ad valorem taxes and other taxes of all kinds which are levied against the property upon which Unit Owners have a common Right of Use;
- (2) Maintenance, management, operation, repair and replacement of the Common Elements;
- (3) Utilities required to operate and/or maintain the Common Elements;
- (4) Management and administration of the Association of a Non-Profit Corporation for Unit Owners including but not limited to, compensation paid by the Board of Directors of The Association of Unit Owners or their Non-Profit Corporation to the managing agent, accountants, attorneys and other employees;
- (5) Liability and casualty insurance carried by the Association of Unit Owners with respect to The Common Elements of the Planned Environmental Community;
- (6) Any other expenses set out herein as expenses which shall be assessed in common against The Unit Owners or so assessed by the Board of Directors of The Association of Unit Owners or Their Non-Profit Corporation.

Section 8. Common Elements – shall mean all that part of the Planned Environmental Community to which the Unit Owners have a Common Right of Use as members in the nonprofit corporation created for the association of unit owners of "The Woods". These common elements are shown on the attached plan or survey of the Planned Environmental Community.

Section 9. Exclusive Elements – shall mean all those elements of ownership of property acquired by The Unit Owners in the Act of Sale or other transfer of Exclusive Rights of Use to Unit Owners, their successors, and assigns.

Section 10. Common Surplus – shall mean the excess of all receipts of The Association of Unit Owners or their Non-Profit Corporation which excess shall include, but not be limited to, common assessments, rents, profits and revenues on account The Common Elements over the amount of Common Expenses.

Each Unit Owner shall own the percentage of the Common Surplus that is the same as the percentage obligation attaching to his Unit Ownership for the payment of common expenses.

Section 11. Articles of Association and By-Laws – shall mean the Articles of Incorporation and By-Laws for the Non-Profit Corporation created for the Unit Owners in The Woods who shall thereby govern the use of the common elements and the exclusive elements pursuant to the provisions of the same and any restrictions, conditions, covenants and servitudes filed of record in the Public Records of the Parish of St. Tammany and the provisions of this document.

Article II Servitudes

Section 1. Servitude for Utilities. Developer reserves the right to grant servitudes, both temporary and permanent, to all public authorities and utility companies over any part of the Properties described herein with the exception of any Unit created and transferred to any Unit Owner other than Developer.

Section 2. Title to Servitudes and Appurtenances Not Conveyed. Title to any Unit conveyed by Developer by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, electric, telegraph or telephone servitudes, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Developer or its agents through, along or upon any Unit or any part thereof to service said Unit or any other portion of the Properties.

Section 3. Riding, Biking, Jogging and Nature Trails. There shall be reserved for the common use of the various unit owners or their invitees, licensees and permittees the areas designed as Riding, Biking, Jogging and Nature Trails. Over these areas of the Planned Environmental Community, the persons mentioned in the preceding sentence shall have the right to exercise their privilege of use for the purpose designated pursuant to the restrictions and modifications imposed thereon by the Association of Unit Owners, in conformity with the Articles of Incorporation and/or the By-Laws for the Association.

Section 4. Roadways. Access to and use of the roadways shall be controlled by the Developer until the Unit Owners Association is formed and begins operating and maintaining the common elements, at which time the Unit Owners Association shall control the access to and use of the roadways subject to the servitudes of passage or rights of way imposed in favor of tracts of land, adjoining or near the Planned Environmental Community.

Rights of way or Servitudes of Passage created in favor of property adjacent to or near the Planned Environmental Community allowing for use or passage on the main or common thoroughfares by residents of the adjacent or near properties shall provide for a pro-rata sharing of the costs of maintenance of the main or common thoroughfares between unit owners and said residents. The pro-rata sharing of the costs of maintenance of the main or common thoroughfare shall be calculated on the basis of the sum of the number of units in the Planned Environmental Community and the number of residential homesites in the properties adjacent or near the Planned Environmental Community which are allowed the use or passage on the main or common thoroughfares.

Each Unit Owner shall be entitled to access to his property by way of the roadways leading to it. Each Unit Owner is to be allowed a control devise (s) for he and his family to gain access to The Planned Environmental Community through the main entrance gate.

The Roadways in "The Woods" shall be maintained by the Developer until the Planned Environmental Community is fully developed and the Unit Owners Association is formed for transfer of this function to the Unit Owners Association, the non-profit corporation formed for the same and through which the roads shall be maintained. This obligation may not be transferred to the Parish of St. Tammany. In either case, the Developer or the Unit Owners Association shall assess each Unit Owner a Pro-rata

share of the costs of maintenance of the roadways in the particular phase or cluster in which the Unit is located.

Unit Owner(s) of Units located in any other phase(s) of the Planned Environmental community shall be assessed and contribute to the expense of maintenance of common thoroughfares across which they must pass to gain access to the phase of the development within which his (their) Unit is located.

The roadways shall remain private and are not to be dedicated or transferred to the Parish of St. Tammany or any other existing or subsequently formed governmental entity.

Article III

Architectural Control

Section 1. Approval of Plans. Except for the original construction of the Units on the Properties by the Developer, no additional structures, fences, walls, or other improvements shall be commenced, erected, constructed, placed or maintained upon the properties, nor shall any exterior additions to or change or alterations to the Units be made until the plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, locations and situation on the underlying property, and as to harmony or external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such improvements with respect to the lot lines), by the Architectural Control Committee constituted as provided for herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail (if any) and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such sixty (60) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained within any Unit lot in the Properties in a manner inconsistent with any provision of this Declaration.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Unit including, but not limited to, the location, height, and extent of fences, walls, or other screening devices and the orientation of structures with respect to access and major entry and frontage except as of the replacement or repair of those structures originally constructed upon the Properties by the Developer. The Architectural Control Committee shall additionally have the authority to adopt general rules that implement the general purposes of this Declaration, including rules to regulate animal shelters, antennas, use of outdoor drying lines, trash containers and planting and removal of trees and other vegetation. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties and existing Units.

Article IV

Maintenance of Units and Areas of Exclusive Rights of Use

Section 1. Maintenance Responsibilities of Individual Unit Owners. The owner of any unit shall, at his own expense, provide for the maintenance of his Unit and the area included within the exclusive use rights of each Unit, which shall include the following: paint, repair, replace and care of gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks existing in the front yards, and other exterior improvements, repair and maintain the roof over his Unit improvements, the interior of his Unit and any and all equipment, appliances or fixtures therein situated, the backyard enclosed patios, and its other appurtenances in good order, condition and repair, and in a clean and sanitary condition all in a manner and with such frequency as is consistent with good property management. In the event that the need for maintenance or repair is caused through the willful or negligent act of a Unit Owner, his family, guests, permittees, licensees or invitees, the costs of such maintenance or repairs shall be the responsibility of the offending Unit Owner.

Article V

Use Restrictions and Conditions

Section 1. Single Family Residential Use. Each Unit shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy his Unit, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. No commercial or business activities shall be permitted upon the Properties. No advertising signs, except one "For Rent" or "For Sale" sign not to exceed six square feet shall be placed or permitted to remain on the Properties. These covenants shall not apply to the business activities of Developer during construction of the improvements by Developer upon any portion of the Properties.

Section 2. Prohibited Uses and Nuisances. Except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of a Unit by a Unit Owner;

(a) No noxious or offensive trade or activity shall be carried on within the Properties nor shall anything be done thereon which may be or become an annoyance to the adjacent Units or the other Unit owners. No nuisances may be permitted within the Properties, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners or which interferes with the peaceful use or possession thereof by the Unit Owners.

(b) Nothing shall be done or maintained in any Unit which will increase the rate of insurance on any other Unit or result in the cancellation thereof. Nothing shall be done or maintained in any Unit which would be in violation of any law.

(c) No unreasonable or unsightly accumulation of storage or litter, new or used building materials, or trash of any kind may be permitted within any Unit or the area of Exclusive Right of Use for said area. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection by a public agency or a private agency serving the entire Planned Environmental Community.

Section 3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Planned Environmental Community nor any part thereof and all valid laws, zoning ordinances and regulations of any governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of the Unit Owners of complying

with the requirements of governmental bodies which require maintenance, modification or repair of the Planned Environmental Community shall be the same as hereinabove provided for the maintenance and repair of that portion of the Planned Environmental Community subject to such requirements.

Section 4. Covenant Against Partition, Division or Termination. In order to preserve the Planned Environmental Community, The Common Rights of Use of The Common Elements shall remain undivided and no person, irrespective of his interest in the Common Rights of Use of the Common Elements, shall bring any action or proceeding for partition, division or termination of the Common Rights of Use of the Common Elements or any part thereof unless there is unanimous consent of all owners of property or units within the Planned Environmental Community to terminate the Planned Environmental Community.

No defect in the association of the Unit Owners as a corporation shall affect the common use of the subject property to the extent indicated herein and on the attached exhibits. No reference herein to the common right to use common elements or to common elements is to be construed as creating a right of ownership in the subject immovable property for any unit owner, his heirs, transferees, successors or assigns.

Section 5. Alterations and Improvements. The Association of Unit Owners shall have the right to make or cause to be made, alterations and improvements of the Common Elements, the cost of which shall be assessed as Common Expenses, when the alterations or improvements are for the exclusive benefit of less than all of the Units, in which case the Unit Owners exclusively benefiting shall be assessed the costs of same as Common Expenses in accordance with the approval of the Unit Owners exclusively benefiting. In the event the alterations or improvements are made, or are approved for making and the Unit Owners benefiting cannot agree on the manner in which the costs are to be assessed, the Association of Unit Owners as a whole shall decide the manner of assessment of the costs.

If the improvements or alterations of the Common Elements are to cost in excess of twenty percent (20%) of the then appraised value of the Common Elements, the improvements or alterations may be made only on the affirmative vote of all of the Unit Owners.

Section 6. Use by Developer. Until Developer or appearer has completed and sold all of the Units, neither the Unit Owners nor the Association of the Unit Owners shall interfere with the completion of the contemplated improvements and the sale of the remaining Units.

Article VI

Insurance and Casualty Damage

Each Unit Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement costs of any repair or reconstruction of the respective Unit improvements. In the event of damage or destruction by fire or other casualty to any Unit, the respective Unit Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed portions of the exterior of his Unit in a good and workmanlike manner substantially the same as the original plans and specifications of said Unit or in a manner which meets with the approval of the Architectural Control Committee.

ARTICLE VII

Assessments

A. Obligation of Unit Owner(s) to pay Assessments.

Each Unit Owner is obligated to pay to the Association of Unit Owners or the Non-Profit Corporation, the assessments or charges and special assessments to be fixed, established and collected in accordance with the written approval of 75% of the Unit Owners or their First Mortgagees. Such assessments, together with legal interest and the cost of collection in the event of delinquency in payment shall be the personal obligation of the Owner(s) and shall also attach to the Unit upon the Association of Unit Owners or the Non-Profit Corporation filing an affidavit of lien in the property records for the Parish of St. Tammany.

* Written notice of the assessment shall be given to the First Mortgagee. Assessments shall be due and payable on the first day of the month designated by a vote of 75% of the Unit Owners or the Association of Unit Owners. Assessments shall be delinquent thirty (30) days after they are due.

B. Ruling of Lien.

The lien provided for herein shall be subordinate to any prior recorded mortgage or liens. Any subsequent mortgagee shall take subject to the lien for delinquent assessments. The Association of Unit Owners or their Non-Profit Corporation shall cancel the lien upon receipt of payment in full from the Unit Owner or his agent.

Article VIII

General Provisions

Section 1. Duration. These covenants, conditions and restrictions shall run with the land and the exclusive and common rights of use and Unit Owners, and shall inure to the benefit of and be enforceable by the owner of any Unit subject thereto, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending ten years from the effective date. During the initial term these covenants, conditions and restrictions may be changed or terminated only by an instrument signed by sixty-six and two-thirds percent (66-2/3%) of the Unit Owners properly recorded in the appropriate records of St. Tammany Parish, Louisiana. Upon the expiration of such initial term, said covenants, conditions and restrictions (as changed, if changed) and the enforcement rights relative thereto, shall be automatically extended for a successive period of ten years unless revoked by a vote of 66-2/3% of the Unit Owners.

Section 2. Enforcement. Any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, privileges and charges now or hereafter imposed by the provisions of this Act. Failure of any Unit Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Amendment by Developer. The Developer shall have and reserves the right at any time prior to sale of all units, without the joinder or consent of any party, to have acknowledged, and filed for record, for the purpose of correcting any topographical or grammatical error or other provisions herein, any amendment hereto, that does not substantially alter the concept and topographical consistency of this Planned Environmental Community.

Section 4. Interpretation. If this Act or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Act shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Act shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence and provision shall be supplied by inference.

Section 6. Gender and Grammar. The singular wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 7. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Act, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

THUS DONE AND PASSED in multiple originals, in my office in Slidell, Louisiana, on the day, month and year first above written and in the presence of the undersigned good and competent witnesses, who hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

BALDWIN LAND COMPANY, INC.

By _____

Robert B. Baldwin, Jr.,
President

NOTARY PUBLIC