

**RESTRICTIVE COVENANTS  
FOR  
LEXINGTON PLACE**

St. Tammany Parish 2252  
Instrmnt #: 1834413  
Registry #: 2104532 mrh  
11/10/2011 8:30:00 AM  
MB CB X MI UCC

**STATE OF LOUISIANA  
PARISH OF LIVINGSTON**

**BE IT KNOWN** that on this 2nd day of November, 2011, before me, Donald L. Miers, Jr., Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

**DSL D, L.L.C.**, a Louisiana Limited Liability Company, domiciled in the Parish of Livingston, State of Louisiana, represented herein by its duly authorized Member, Jeffery Purpera, Jr., acting pursuant to resolution, a copy of which is attached hereto and made a part of, and whose present mailing address is declared to be 1220 South Range Avenue, Denham Springs, LA 70726;

and

**FIRST HORIZON, INC.**, a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana, represented herein by its duly authorized Agent, Eugene Sykes, acting pursuant to resolution, a copy of which is attached hereto and made a part of, and whose present mailing address is declared to be 1208 South Range Avenue, Denham Springs, LA 70726;

Hereinafter called "APPEARERS", who declared that they have acquired and are the owners of the following described property, to wit:

All those certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any way appertaining, located in Section 30, T7S-R12E, St. Tammany Parish, State of Louisiana, in that subdivision known as **Lexington Place**, and designated on a plat of survey made by Kelly J. McHugh & Associates, Inc., Civil Engineers and Land Surveyors, dated July 18, 2011, recorded at Map File No. 5001 of the official records of the Clerk and Recorder for the Parish of St. Tammany, State of Louisiana, and being designated as **Lots 1-58 & 60-65** inclusive, said lots having such size and dimensions and subject to the rights of way as are shown on the aforesaid plat.

APPEARERS declare that First Horizon, Inc. and DSL D, L.L.C. are collectively designated as "DEVELOPER" of Lexington Place Subdivision.

APPEARERS further declare that it is their intention to sell tracts from the above named subdivision in the future and that they hereby establish the following restrictive covenants, which shall run with the land and be binding upon all future owners of the same, and upon tracts taken from the above described property as follows:

1. All lots taken or developed from the above described property are designated for residential use only and may not be sub-divided by any lot owner except as herein provided and specifically conferring on the Developer the right to re-subdivide any lot owned by the Developer for the purposes of creating passages of ingress and egress to adjoin property.
2. No building shall be erected, altered, placed, or permitted to remain on any lot or tract other than one single family detached dwelling, not to exceed two and one-half stories in height, with the usual and appropriate outbuildings, private garages, and /or carports designated to house automobiles.
3. Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5) feet to any sideline.
4. Servitudes and rights-of-way for the installation and maintenance of utilities, sewerage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.
5. The Developer's approval or disapproval as required by these covenants shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to construction thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.
6. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location for the structure shall have been approved in writing by the Developer as to harmony of the exterior design with existing structures, and the location with respect to topography had finished grade elevation. No fence shall be erected, placed or altered on any lot closer to the street than the minimum setback line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

There shall be established a Lexington Place Homeowners Association (the "Association"), until such time as the Developer forms the Association, the Developer shall have all the powers of the Association under these restrictions. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants. Each lot owner shall be a member of the Association. Each lot owner will have membership and voting powers in the Association, one vote for each lot owned.

Assessments and dues are hereby established for Lexington Place under the following terms and conditions:

- A. Annual dues of \$180.00 per lot owner beginning the fiscal year January 1, 2011 through December 31, 2011 and for each fiscal year thereafter are payable on or before March 31<sup>st</sup> (Due date) of each fiscal year.
  - B. A late fee of \$25.00 will be assessed for those dues paid after said due date.
7. No house trailer, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lots or tracts, servitudes or right-of-way, in any manner which would detract from the appearance of the subdivision.
  8. No structure of a temporary character, trailer, mobile home, tent, shack, barn, or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.
  9. No commercial business or noxious or offensive trade activity or action shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood, this shall not be interpreted to restrict building from erecting temporary warehouse and/or office on any lot for the construction of a house on that lot.
  10. No signs of any kind shall be displayed to the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.
  11. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may kept provided that they are not kept, bred, or maintained for commercial uses.
  12. Access to any lot is to be provided by covered culverts over the existing drainage ditches which culverts are to be of a size and set at such a grade as on the final plat in accordance with Parish regulations and shall not interfere with the free flow of water in the drainage ditches across any lot. The Developer may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by the Developer.
  13. Lot owners shall keep their respective lots or tracts mowed and free from noxious weeds. In the event owners fail to discharge this obligation, the Developer may, at its own discretion, cause the lot(s) or tract(s) to be mowed with the owner thereof obligated to pay cost of such mowing. Failure to pay such cost may cause lien or suit to be filed against said lot.
  14. Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot except behind a six (6)

- foot fence or an enclosed building (garage), nor shall such equipment be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.
15. Fences shall be constructed only of wood, brick, ornamental iron, cast aluminum, or other materials approved in writing by the Developer, provided that barbed wire, chain link, aluminum or vinyl panels, and net wire fences are prohibited.
  16. No building material or no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.
  17. The Greenspace areas within the subdivision, being approximately 7.69 acres and confined to the pond area, walking path area, main entrance shall be maintained by the association. The sewer treatment plant area shall be maintained by Tammany Utilities. The "no cut buffer" along Little Creek Road shall be maintained by St. Tammany Parish. Accordingly, no fill materials, trash, or any other materials will be allowed on said Greenspaces.
  18. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall automatically be extended for successive periods of ten (10) years.
  19. Invalidation of any of these covenants by judgment or court order shall no way affect any of the other provisions herein, and the latter shall remain in full force and effect.
  20. If the owner, purchaser or occupant of any lot or tract in this subdivision, his heirs, successors, or assigns shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any reason or persons owning any of the lots or tracts therein to initiate any proceedings in a court of competent jurisdiction to obtain injunctive relief against threatened or actual violations, and for all other appropriate relief.
  21. Amendments by Developer: Developer, acting alone and at any time, may amend these restrictions by an instrument in writing filed and recorded in the records of the Clerk of Court for St. Tammany Parish, Louisiana, without approval of any Owner or other person with an interest in any lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, modify restrictive covenants, and/or otherwise make these Restrictions more or less restrictive. Each owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by such amendments as are permitted by this Section. Developer reserves the rights provided by this Section until the last (final) lot or tract is sold.


22. The Developer reserves the right to transfer, assign and convey all of its rights, title and interest as Developer herein upon recognition of said assignment, transfer and conveyance in the official records for the Parish of St. Tammany, State of Louisiana, which also includes the position the Developer takes or now enjoys in connection with the Architectural Control Committee of Lexington Place Subdivision and the Lexington Place Homeowner's Association.

THUS DONE AND SIGNED by the APPEARERS on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.

WITNESSES:

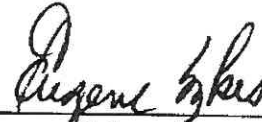
DSL D, L.L.C.


  
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Tammy Temple

By:   
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Jeffery Purpera, Jr., Agent

  
\_\_\_\_\_  
Charlene Hamilton

FIRST HORIZON, INC.

By:   
\_\_\_\_\_  
Eugene Sykes, Agent

  
\_\_\_\_\_  
Notary Public  
Donald L. Miers, Jr.  
Bar Roll No. 26687

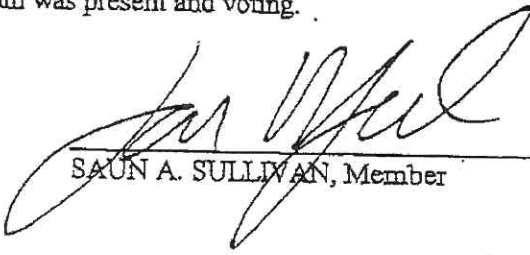
CERTIFICATE OF AUTHORITY

BE IT RESOLVED that Jeffrey A. Purpera, Jr., Agent of DSLD, L.L.C., be and is hereby authorized and empowered for and on behalf of the company to sign checks, open bank accounts for the account of the company, borrow money for the company in such amounts and payable in such a manner and bearing such interest rates as he may determine proper. In connection with the authority herein granted, he is authorized and empowered to mortgage any of the property owned by the company in the States of Louisiana and Mississippi, to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments in Louisiana and Mississippi, including the confession of judgment, waiver of appraisalment, and the pact de non alienando.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered for and on behalf of the company to buy, sell, lease or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, sold to, or owned by the company in the States of Louisiana and Mississippi, and to execute any and all contracts upon such terms and conditions as he may determine fit and proper, the company hereby ratifying all prior sales, purchases, and contracts made on behalf of the company by him.

BE IT FURTHER RESOLVED that the above named agent be and is hereby authorized and empowered on behalf of the company to sign any purchase agreements, leases, acts of sale, acts of mortgage, deeds of trust, warranty deeds, acts of sale with mortgage, acts of assumption of mortgage, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this resolution.

We hereby certify that the above and foregoing is a true and correct copy of a Certificate of Authority adopted by the Members of the above named company, held on the 21<sup>st</sup> day of March, 2011, at which meeting a quorum was present and voting.

  
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SHAUN A. SULLIVAN, Member