

# Phase 2

SAWMILL CREEK SUBDIVISION  
DEDICATION OF SERVITUDES, EASEMENTS  
AND RESTRICTIVE COVENANTS

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

BY: MID-SOUTH DEVELOPERS, LLC

BE IT KNOWN, that on this 11<sup>th</sup> day of May, 2005.

BEFORE ME, DENISE D. LINDSEY 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:**

MID-SOUTH DEVELOPERS, L.L.C. a Limited Liability Company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by Larry Breland, Jr. and Breland Real Estate, Inc. by Jeff Breland, President, its managing members, duly authorized to act by virtue of a Resolution and unanimous consent of said Limited Liability Company, hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

WHEREAS, the Developer is the owner of a parcel of land located in Section 11, Township 8 South, Range 14 East, 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 SAWMILL CREEK, and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community including, but not limited to, the maintenance of lighting facilities, green spaces, 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 J. V. Burkes and Associates, Registered Land Surveyor; 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, it has formed or intends to form the SAWMILL CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "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. The Association is to be 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 hereinbelow 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 to this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

LOTS 21 through 47, SAWMILL CREEK SUBDIVISION, PHASE 2, located in the Northwest Quarter of the Southeast Quarter of Section 11, Township 8 South, Range 14 East, Town of Pearl River, St. Tammany Parish, Louisiana, all as per plat of subdivision by J. V. Burkes & Associates, Inc. dated May 3, 2005, being Drawing Number 1051580, on file in the office of the Clerk of Court for St. Tammany Parish, Louisiana as Plat Map # 3899.

St. Tammany Parish 67  
Instrument #: 1493875  
Registry #: 1501096 SLM  
05/12/2005 9:33:00 AM  
MB CS X MI UCC

Being a portion of the property acquired by Mid-South Developers, L.L.C. from Lloyd Eccles, et ux, by act dated June 30, 2003, and filed in the conveyance records of St. Tammany Parish, Louisiana under Instrument Number 1376742.

## Article II

### DEFINITIONS

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

- A) "Architectural Control Committee" shall mean the Architectural Control Committee of Sawmill Creek, as established in Article VIII of these Restrictive Covenants.
- B) "Association" shall mean and refer to the SAWMILL CREEK HOMEOWNERS ASSOCIATION, INC., and its successors, assigns or liquidators.
- C) "Board of Directors" shall mean the Board of Directors of the SAWMILL CREEK HOMEOWNERS ASSOCIATION, INC.
- D) "Common Areas, Green Spaces, 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, Green Spaces, Open Spaces and Community Facilities shall be subject to the control and authority of the Association or the Developer.
- E) "Developer" shall mean and refer to MID-SOUTH DEVELOPERS, L.L.C., or its successor entity who is assigned the rights as the Developer.
- F) "Lot" shall mean parcels of land designated, on the Plat.
- G) "Member" shall mean and refer to every person, group of persons, corporation, L.L.C., 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.
- H) "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.
- I) "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.
- J) "The Property" shall mean and refer to all or any portion of the real property described in Article I, hereof.
- K) "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.

## Article III

### OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES

Section 1. Transfer Obligation of Developer. The Developer shall transfer to the Association legal title to property designated on the Plat as Green Spaces, Common areas, common servitudes, at the option of the Developer.

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 provide for the full and unlimited utilization of the Common Areas.

Section 3. Common Area. It shall be the liability and responsibility of the Association, utilizing dues and assessments of the members, to maintain the Common areas subject to the ownership or use of the Association. The designation of streets on the Plat shall constitute a public dedication of the streets and the rights-of-way in the subdivision. The annual budget of the Association shall include projected expense items for the upkeep and improvement of these Common Areas.

Article IV

ADDITIONS BY DEVELOPER

Section 1. Additions. As long as there are class B members of the Association as described in Article V herein, additional property may be annexed to The Property without the consent of the class A members of the Association, if any.

Section 2. Recordation and 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 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

HOMEOWNERS 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 Sawmill Creek does agree to and binds himself to be a Member of, and be subject to the obligations enacted including the By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments.

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

- A) Every person, group of persons, corporation, L.L.C., partnership, trust or other legal entity, or any combination thereof, that becomes a record owner of an interest in any Lot by transfer 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 one hundred (100) 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 upon the occurrence of any one of the following events:
  - 1) Thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal one hundred (100); or
  - 2) On January 1, 2010; or
  - 3) 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 the Sawmill Creek Homeowners 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 to vote to levy reasonable assessments; and
- B) 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 Sawmill Creek subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

Article VII

ASSESSMENTS

Section 1. Annual Assessments. Each person, group of persons, corporation, L.L.C., partnership, trust, or other legal entity, or any combination thereof, that becomes a record owner of any Lot, whether or not it shall be so expressed in any act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association or the Developer, whichever is applicable, a sum herein sometimes referred to as "assessments" equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors or the Developer, to meet its annual expenses, including, but not limited to, the following:

- A) The cost of all operating expenses of the Common Areas, Green Spaces 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, Entrance Area, Green Spaces and Community Facilities and the cost of such other insurance as the Association may effect including, but not limited to, Directors & Officers Liability Insurance; 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, Green Spaces and Community Facilities (including, without limitation, the cost of maintaining parks and open areas of Sawmill Creek 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.

Section 2. 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. Any assessment not paid within fifteen (15) days after it is due shall bear interest at the rate of twelve percent (12%) per annum. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a monetary judgment or lien 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.

Section 3. Commencement of Annual Assessment. The annual assessment for each class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Developer.

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, topography and conformity with the design concept for Sawmill Creek subdivision by the Board of Directors of the Association, or by the Architectural Control Committee. Subject to the limitations as hereinabove 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, aeriels, 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 improvement 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, topography and conformity with the design concept for Sawmill Creek subdivision by the Board of Directors of the Association, or by the Architectural Control Committee.

Section 2. Architectural Control Committee -- Operation. The Architectural Control Committee shall be composed of two (2) or more natural persons designated from time to time by the Board of Directors or the Developer prior to the formation of the Sawmill Creek Homeowners Association without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors, or the Developer 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. In such case, 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 or 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 sixty (60) 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.

Section 4. Deposit. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee a \$500.00 deposit to insure compliance with the provisions of 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 of approval, 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 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 a twelve (12) month period following the date of approval, 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 or the Developer against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees of the Association or the Developer.

Section 7. Variances. The Architectural Control Committee is specifically granted the authority to grant variances under Article IX Sections 1.R., 1.S., 1.T., 1.U., 1.V., 1.X., 1.Y., 1.Z., and 1.BB.

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 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 on upon any Lot or within any dwelling 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 allows 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. 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.
- E) No junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, 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 in the rear yard behind fence. 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 the Town of Pearl River Council or Town of Pearl River Planning Commission. 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 Architectural Control Committee or 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) No satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed, except within an enclosed building, structure, or location approved by the Architectural Control Committee. Clotheslines or drying yards are strictly prohibited.

- K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone 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.
- 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 Owner's 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 granted herein.
- Q) In order to maintain a uniform design, all mail boxes shall be approved by the Developer or Architectural Control Committee. The cost of purchasing and installing the mail box shall be at the expense of the Owner or Builder. The cost of maintaining and replacing the mail box shall be at the expense of the Owner.
- R) Upon completion of a dwelling on any Lot, "the designated portion of the Lot" shall be sodded with a lawn grass material approved by the Architectural Control Committee. "The designated portion of the Lot" to be sodded shall be from the front of the house to the edge of the street fronting the Lot. All Lots upon which a dwelling has been constructed shall have no less than 300 square feet of landscape flower bedding with planting and mulch materials.
- S) 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 any street than on a line parallel to the front of the main dwelling. Fences shall not exceed six (6) feet in height. There shall be no front yard fences. On corner lots, no fence shall be erected, placed or altered on any lot nearer than the side line of the house.
  - ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.
- T) All dwellings constructed on any Lot in the subdivision shall meet the following minimum square footage requirements:
- a. No dwelling shall be constructed on any Lot containing less than 1,500 square feet of heated and cooled area.
  - b. No dwelling of one and one-half stories (i.e., a structure in which the attic area is utilized and has finished heated and cooled living area) shall be constructed on any Lot containing less than 1,000 square feet of heated and cooled area on the first floor.

- c. No dwelling of two stories or greater shall be constructed on any Lot containing less than 1,000 square feet of heated and cooled area on the first floor.
- U) Each dwelling constructed on a Lot shall have an enclosed garage of at least 400 square feet, as approved by the Architectural Control Committee.
- V) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the Town of Pearl River regulations, and more particularly must contain Brick, Brick Veneer and/or Stucco Finish across the front exterior. On Corner lots, Brick Veneer, Brick and/or Stucco Finish is also required on the side(s) facing any street.
- W) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines:
- i) comply with all setback requirements; and
  - ii) The building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.
- X) 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 to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise.
  - ii) Each Lot Owner shall create and maintain a drainage-way ("swale"), being five feet in width 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.
- Y) No boats, boat trailers, recreational vehicles, flatbed trailers or any similar type of device or equipment shall be installed, constructed or maintained upon any Lots provided, however, that boats, and the like may be stored in an enclosed storage room, garage, or in the rear yard behind fence.
- Z) The discharge of firearms or operation of motor bikes, motorcycles, tow wheel, three wheel or four wheel motorized recreational vehicles upon The Property is strictly prohibited.
- AA) Building set back lines and utility servitudes are hereby established in accordance with the Subdivision Plat and the Town of Pearl River Regulations. The side and rear setback line restrictions established hereinabove shall apply to all types of building, structures, sheds and other constructions and works on any Lot except swimming pools and decks. In no event shall a swimming pool or deck be located nearer than ten (10) feet to any Lot line.
- BB) Regulations regarding culverts and driveways:
- i) It is the responsibility of the Owner to install the correct size culvert at the correct elevation per the recorded Subdivision Plat. If the culvert moves or is damaged during construction, it is the Owner's responsibility to replace or correct the culvert before pouring the concrete driveway. Failure to properly install a culvert shall authorize the Architectural Control Committee to replace and correct the culvert at Owner's expense. The failure of the 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 owner for the expense as an additional assessment owed by the owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided herein.
  - ii) All driveways and aprons must be concrete and must connect the driveway from the asphalt street to the garage. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than one (1) foot from the side property line.



- ii) Each residence must provide concrete parking for at least two (2) standard sized automobiles within the property lines. On-street parking is not permitted.

Article X

MISCELLANEOUS

Section 1. Duration - Amendment. The permanent servitudes and real rights and interest 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 as approved by seventy-five percent (75%) of the subdivision lot owners, with each property owner being granted one vote for each lot owned, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Sawmill Creek Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate and 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 or the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Developer, by the Association, or 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 or any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery or 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. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 5. 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 St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after a reading of the whole.

WITNESSES:

Michelle Gillis  
Scott M. Bradley

Mid-South Developers, LLC.

By:

Larry Breland, Jr., Managing Member

By:

Breland Real Estate, Inc.  
Jeff Breland, President, Managing Member

Sharon H. Miquet # 060740  
Notary Public

**SHARON H. MIQUET**

Notary Public  
State of Louisiana, Parish of St. Tammany