

CONSOLIDATED AND RESTATED
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: WOODSTONE OF MANDEVILLE
HOMEOWNERS ASSOCIATION, INC.

PARISH OF ST. TAMMANY

THIS CONSOLIDATED AND RESTATED DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS for Woodstone Subdivision is made this 6th
day of May, 2015, by the Woodstone of Mandeville Homeowners Association,
Inc.

RECITALS

This consolidated version of the Dedication of Servitudes, Easements and Restrictive
Covenants has been created to organize and restate the original and various subsequent
amendments to the Dedication of Servitudes, Easements and Restrictive Covenants for Woodstone
Subdivision, being those found at Instrument Nos. 1072270, 1332259, 1433830, 1495539,
1617604, 1807599, and 1936028, as recorded in the Land Records for the Parish of St. Tammany,
State of Louisiana, and affecting the property therein described.

BEFORE ME, Tom D. Snyder, Jr., a Notary Public, duly commissioned and qualified in and
for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and
undersigned:

PERSONALLY CAME AND APPEARED:

WOODSTONE OF MANDEVILLE HOMEOWNERS ASSOCIATION, INC. (the
"Association") a corporation organized and existing under the laws of the State of
Louisiana represented herein by its President, John Liggio, duly authorized to act
by virtue of a resolution of the board of directors of said corporation, which
resolution is attached hereto and made a part hereof.

Apparer does declare, after being duly sworn, as follows:

WHEREAS, the Dedication of Servitudes, Easements and Restrictive Covenants for
Woodstone Subdivision, recorded in the Land Records of St. Tammany Parish, Instrument Number
1072270 ("Restrictive Covenants"), and as subsequently amended, provide that these Restrictive
Covenants may be modified by vote of the owners of at least 51% of the combined (class A) voting
membership of the Association; and

WHEREAS, the Act of Third Amended Dedication of Servitudes, Easements and
Restrictive Covenants, Instrument Number 1495539, provides that the Developers Class B
membership, comprising 300 votes, shall lapse and become a nullity on January 1, 2015; and

St. Tammany Parish 2269
Instrmnt #: 1979667
Registry #: 2370591 bvg
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WHEREAS, there currently exists only Class A voting membership in the Association, who, at the meeting of the members of the Association held on April 19, 2015, a quorum of the Class A membership was present and at least 51% of the voting membership approved the amendments to the Restrictive Covenants hereinafter set forth to become the Consolidated and Restatement Dedication of Servitudes, Easements and Restrictive Covenants ("Consolidated Restrictions").

WHEREAS, Appearer has been authorized by the Board of Directors of the Association to execute this Consolidated Restrictions;

NOW, THEREFORE, Appearer, as President of the Woodstone of Mandeville Homeowners Association, Inc., does hereby declare and promulgate the following Consolidated Restrictions, affecting the property herein described, as set forth in the original and subsequent amendments to the Restrictive Covenants set forth above, to 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 to be in aid of a general plan of improvement and development of the property and shall be deemed to run with the land and shall be binding upon the owners and members, and enforceable by them or the Association, their successors and assigns.

ARTICLE I

PROPERTY

The Property subject to this Consolidated Restrictions is fully described in the Instruments consolidated herein, including, but not limited to those described on Exhibit "A" through "E," which are attached hereto and made a part hereof.

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 Woodstone Subdivision as established in Article VII.
- b. "Association" shall mean and refer to the Woodstone of Mandeville Homeowners Association, Inc. and its successors, assigns, or liquidators.
- c. "Board of Directors" shall mean the board of directors of the Association.
- d. "Common Areas" means and refers to all servitudes, neutral ground areas, easements, immovable 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 shall be subject to the control and authority of the Association.

- e. "Lot" shall mean parcels of land designated on the Plat.
- f. "Member" shall mean and refer to every person, group of persons, corporations, trusts or other entities, 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.
- g. "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.
- h. "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.
- i. "The Property" shall mean and refer to all or any portion of the immovable property described in Article I hereof, and such additions thereto as may be made at any time in the future.
- j. "Regulations" shall mean and refer to the rules of use and conduct, if any, adopted by the Association for conduct and activity while using the Common Areas and while residing within the Property.
- k. "Gatehouse" shall mean and refer to the entrance buildings located at the eastern and western entrances to the subdivision.

ARTICLE III

OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES

Section 1: Transfer obligation of Developer. [DELETED].

Section 2: Right of Control. The Common Areas, legal title to which having been conveyed to the Association by Woodstone of Mandeville, Inc. as Developer, shall be held and maintained subject to the control of the Board of Directors of the Association. The Association may acquire other property that may be owned and maintained by the Association as Common Areas. The Board of Directors has the power and authority to and is empowered to perform all acts in furtherance of the above in full utilization of the Common Areas.

Section 3: Gatehouse. The services needed to operate the Gatehouses shall be liability and responsibility of the Association, utilizing dues and assessments of the Members, to maintain and operate the Gatehouse, and other Common Areas subject to the ownership or use of the Association. The designation of streets on the Plat shall constitute a dedication for public use.

Section 4: Creation of Servitudes.

- a.) Servitude for the Developer. During the period that Woodstone of Mandeville, Inc. owns any Lot or Dwelling primarily for the purpose of sale, Woodstone of Mandeville, Inc. shall have an alienable and transferable real right and servitude on, over, though, under, and across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the

Lots and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by Woodstone of Mandeville, Inc. or as desired by it, in its sole discretion, including, without limitation, any improvements or changes permitted for the purpose of doing all things reasonable necessary and proper in connection therewith, provided in no event shall Woodstone of Mandeville, Inc. have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether Woodstone of Mandeville, Inc. at that time retains ownership of a Dwelling or Lot, Woodstone of Mandeville, Inc. shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as it deems appropriate, provided that Woodstone of Mandeville, Inc. shall not exercise such rights so as to unreasonably interfere with the rights of Owners in the Development to use of the Common Areas.

b.) Servitude for creation and maintenance of Gatehouse and Fence.

Woodstone of Mandeville, Inc. hereby acknowledges and declares that a fence shall be constructed along the front, rear and side property lines of, Parcels G & H. Woodstone of Mandeville, Inc. hereby grants a servitude unto the Association, its successors and assigns, and the right to landscape, maintain, inspect, repair and reconstruct the Gatehouse and fence and such other equipment and appurtenances thereto as may be necessary or convenient to the establishment and maintenance of the Gatehouse and the right to landscape, erect, maintain, repair, inspect, and any appurtenances thereto. Woodstone of Mandeville, Inc. and all subsequent Lot Owners hereby agree and obligate themselves to permit such ingress and egress as may be reasonably necessary to maintain the Gatehouse and the fence and the servitude created herein.

c.) Changes in Boundaries; Additions to Common Areas. [DELETED].

d.) Servitudes for Utilities and Public Services. There is hereby reserved for the Association, its successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from St. Tammany Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas in which Dwellings are not constructed and erected, and for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by the Board of Directors. To the extent possible, all utility lines and facilities serving the Development and location therein shall be located underground.

e.) Servitudes for Association. There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and

employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or Dwelling or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot or Dwelling directly affected thereby.

f.) Servitude for Model Homes, Sale and Construction Offices. [DELETED].

Section 5: Green Space. Parcel G, H, J and K as shown on the plat shall at all times be kept as green space and not used for any other purpose. Parcels G, H, J, and K are to be deeded to the Association.

Section 6: Common Area Maintenance. The Common Areas shall be insured and maintained by the Association in good order and condition, free of trash, rubbish and suitable for the intended purpose 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, improvement and insurance of the Common Areas set forth on the Plat.

Section 7: Recreational Facilities. Subject to the terms and provision of this Consolidated Restrictions and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have and is hereby granted the non-exclusive rights, privileges, and servitude of access to and the use and enjoyment to the recreational areas and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Dwelling such Owner's right of access to and use of the recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment off the recreational facilities on the same basis as an Owner and his family and guests.

ARTICLE IV

HOMEOWNER'S ASSOCIATION

Section 1: Purpose. For the purpose of controlling, regulating and maintaining the Common Areas for the general use and benefit of all Lot Owners and to provide for the preservation of the values and amenities of the community, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Woodstone Subdivision, does agree to and binds himself to be a member of and be subject to the Associations duly enacted by-laws and Regulations, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and provide for the collection of said assessments in accordance with LSA-R.S. 9:1145 *et seq.*

Section 2: Membership. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, that becomes a record owner of a fee interest in any Lot 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 vote for each Lot owned.

Section 3: Voting Control. 51% of the Class A voting membership shall constitute voting control incident to all Association decision. Association decisions requiring 51% vote are those to change or amend these Restrictive Covenants or the Association's By-Laws, regarding any change in assessments of any type, and/or for the expenditure of any amount exceeding \$10,000, other than for normal annual operating expenses.

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.

ARTICLE V

RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1: Member's Right of Enjoyment. Subject to the provisions of this Consolidated Restrictions, the articles of incorporation, by-laws of Woodstone Homeowners Association, Inc. and Regulations, if any, as may be established by the Association, from time to time, and as amended, every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and pass along with the title to every Lot.

ARTICLE VI

ASSESSMENTS

Section 1: Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, including Woodstone of Mandeville, Inc., who 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, herein sometimes referred to as "assessments," of the Member's proportionate share of the sum required as set forth 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 costs of all operating expenses of the Common Areas and services furnished; and
- b.) The costs of repairs, maintenance, insurance, etc. including any fees paid for guard services or 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; and
- d.) The costs of fire and extended liability insurance on the Common Areas and the costs of such other insurance obtained by the Association; and
- e.) The costs of security guard services, utilities and other services provided for the maintenance of the Common Areas; and

- f.) The costs of maintaining, replacing, repairing and landscaping the Common Areas and such equipment as the Board of Directors shall determine to be necessary and proper; and
- g.) The costs 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 and payment terms of the assessment annually, but may do so at more frequent intervals should circumstances require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on quarterly, semi-annual or annual basis.

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 for that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, inordinate repair or replacement of capital improvements located upon the Common Areas or for such other purposes as the Board of Directors may consider appropriate provided that such assessment shall have the approval of Members representing 51% of the then Class A membership of the Association.

Section 3. Non-Payment of Assessment. Any assessment levied pursuant to this Consolidated Restrictions, 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 assessment shall remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied, 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 Consolidated Restrictions that is not paid within ten days after it is due, shall bear interest at the rate of 10% per annum. After an assessment is delinquent, the Association may perfect a lien and privilege as provided for in LAS-R.S. 9:1145 et seq. and/or bring an action at law against the Member to pay same, in which event such interest, reasonable attorney's fees and costs shall be added to the amount of the assessment.

Section 4. Commencement of Annual Assessment. [DELETED].

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Standards. Except for purposes of proper maintenance and repair, no building fence, wall or other improvements or structure shall be commenced, directed, placed, altered or maintained upon the Property or any Lot thereon, nor shall any exterior addition, change or alteration thereupon be made until the complete plans and specifications for the construction and/or improvement shall have been submitted and approved in writing as to safety, harmony and external design, color and location in conformity with the design concept for Woodstone Subdivision by the Board of Directors or by the Architectural Control Committee appointed by the Board of Directors.

Section 2. Architectural Control Committee – Operation. The Architectural Control Committee shall be composed of three or more natural persons designated from time to time by the Board of Directors to serve 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, 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 or the like pursuant to the authority contained in this article.

Section 3. Architectural Approval Deposit. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee \$100.00 to insure compliance with these covenants and to pay for the necessary inspections. The Board of Directors shall have the authority to increase or decrease the amount of the deposit with the Architectural Control Committee as may reasonably be necessary to insure compliance with these covenants. The Architectural Control Committee shall have the legal right to offset as to all amounts due and owing by the applicant to the Association for compliance with these covenants.

Section 4. Approvals. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications that may be submitted to it pursuant to the provisions of this Article within thirty days after such plans and specifications (and all other materials and information required and/or requested 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 5. Remedy of Committee. Any act, omission or commission in violation of this Article may be enforced or restrained by 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 attorney's fees of the Association.

Section 6. Variances. The Architectural Control Committee and/or the Board of Directors are specifically granted the authority to grant variances with respect to the requirements contained herein.

ARTICLE VIII

RESTRICTIONS FOR USE OF PROPERTY

Section 1: Prohibited Uses and Restrictions. Restrictive covenants affecting and encumbering the Property are set forth in the Rules and Regulations for Woodstone of Mandeville Subdivision, as adopted by the Architectural Control Committee, in accordance with Article VII, Section 2 of the Restrictive Covenants and these Consolidated Restrictions, and are in addition to the Articles of Incorporation, By-Laws and Consolidated Restrictions, which constitute the Community Documents as defined under La. R.S. 9:1141.2(3). Violations of these Rules are subject to the enforcement regulations under later parts of these Consolidated Restrictions.

ARTICLE IX

Section 1: Duration – Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the Consolidated Restrictions herein shall run in perpetuity with the land, shall be binding upon the owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Board of Directors, or by the Association or by the Owner of any Lot subject to this Consolidated Restrictions, their representatives, legal representative, heir, successor and assigns. The terms and provisions of this Consolidated Restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, by act of amendment or termination approved by 51% of the Class A voting membership of the Association and duly recorded with the Clerk of Court for the Parish of St. Tammany, Louisiana.

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 Woodstone Subdivision. Enforcement of the servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons, or legal entity violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages or both.

Section 3: Notices. Any notice required to be sent to any Member or Owner under the provisions of this act shall be deemed to have been properly sent when mailed, by ordinary mail, post pre-paid, 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: Captions. The captions contained in this Consolidated Restrictions are for convenience only and are not intended in any way to limit or enlarge the terms and provisions herein.

Section 5: Structure for Fines. The following fines are hereby imposed for violations of the foregoing covenants. Prior to the imposition of any fine, however, the Association shall:

- a.) Provide written notification to the offending party detailing the violation and stipulating that they have fifteen (15) days to rectify the violation;
- b.) If the violation is not rectified within the allowed time, a second notice will be sent giving an additional fifteen (15) days to rectify the violation;
- c.) If the violation is not rectified within the allowed period provided for in the second notice, a fine of \$100 will be levied. An additional \$10 per day will be assessed until the violation is rectified. The maximum fine shall be \$2,500.
- d.) If the violation is still not addressed, a lien may be filed.
- e.) If the violation is still not addressed, a new violation can be assessed with issuance of one (1) new violation notice giving a thirty (30) day period to address the violation. If the violation is not remedied within the grace period, the fine process is followed again until the violation is rectified or the maximum fine of \$2,500 applied.

- f.) A new lien may be filed. Multiple violations and liens may be filed against a homeowner/landowner for unaddressed violations by following this sequence.
- g.) If the violation is addressed and occurs again within seven (7) days, then it is considered the same violation and the original fine structure will still be in place.

THUS DONE AND PASSED in Mandeville, Louisiana, on the day, month and year written above, in the presence of the undersigned witnesses, who hereunto subscribe their name along with me, Notary, after due reading of the whole.

WITNESSES:

WOODSTONE OF MANDEVILLE
HOMEOWNERS ASSOCIATION, INC.

Mary Jane Kercher
Michelle Rousseau

R. David Kercher
BY: Russell David Kercher, President

[Signature]
NOTARY PUBLIC

TOMMY D. SNYDER, JR.
NOTARY PUBLIC
Parish of St. Tammany, State of Louisiana
LSBA 28764
My Commission is issued for Life.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WOODSTONE OF MANDEVILLE HOMEOWNERS ASSOCIATION, INC.**

BE IT RESOLVED that, pursuant to Article IX, Section 1 of the Third Amended Dedication of Servitudes, Easements and Restrictive Covenants, dated May 20, 2005, Instrument No. 1495539, as amended and recorded in the land records of St. Tammany Parish, Louisiana ("the Restrictive Covenants"), the Members of Woodstone of Mandeville Homeowners Association, Inc. ("the Association") voted upon and adopted the Consolidated and Restated Dedication of Servitudes, Easements and Restrictive Covenants to revise, restate, amend and clarify the Restrictive Covenants ("the Consolidated Restrictions") for the Association.

WHEREAS, upon a vote of at least fifty-one (51%) percent of the Association, as defined therein, in person or by proxy on April 19, 2015, the Board resolves to consolidate and restate the dedication of servitudes, easements and restrictive covenants as attached hereto.

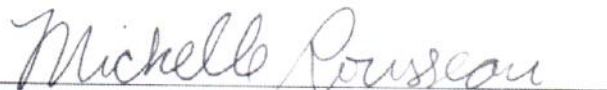
WHEREAS, Russell David Kercher, as President of the Association, is hereby authorized to execute an act of amendment reflecting the adoption of said Consolidated Restrictions and to record said act with the Land Records for St. Tammany Parish and/or any other appropriate office to cause to appear in the land records the said consolidated restrictions, for the purpose of giving effect thereto.

BE IT FURTHER RESOLVED, that the Board does hereby ratify and affirm each and every action undertaken by Russell David Kercher on behalf of the Association wherein said Board has full knowledge of said act and wherein the act has been fully and accurately stated and explained to the Board and that Russell David Kercher is hereby authorized to execute an act of amendment reflecting the adoption of the above referenced Consolidated Restrictions and to record same with the Land Records of St. Tammany Parish, and/or any other appropriate office to cause to appear in the land records the said amendment, for the purpose of giving effect thereto.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records of the Association, an entity duly formed pursuant to the laws of the State of Louisiana and that the meeting approving same was held in accordance with the Bylaws of the Association on the 19th day of April, 2015, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named entity this 4th day of May, 2015.

Secretary:


Michelle Rousseau