

# Proposed Amended Turtle Creek Covenants

## DEFINITIONS

(a) "Association" and "Turtle Creek Homeowners Association" (TCHOA) shall mean and refer to The Turtle Cree Home Owner's Association, Inc., a Louisiana non-profit corporation.

(b) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(c) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of The Turtle Cree Home Owner's Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

(d) "Common Areas" shall mean WHATEVER THE LEGAL DEFINITION IS FOR COMMON AREAS.

(e) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, for maintenance, and/or capital additions, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(f) "Declaration" shall mean and refer to this Declaration of Deed Restrictions, Covenants, Conditions, and Subdivision Restrictions for Turtle Creek Subdivision and all amendments thereof filed for record in the Records of the Clerk of Court of St. Tammany Parish, Louisiana.

(g) "Development" with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.

(h) "Dwelling" with in initial capital letter shall mean and refer to any improved property intended for the use as a single-family detached dwelling located within the Development.

(i) "Building" with an initial capital letter, shall be defined as the main house and any extension directly connected to it by a shared roof.

(j) "Accessory Building(s)" with an initial capital letter, shall be defined as any structure not connected to the main house not sharing the same roof.

(k) "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling shall be constructed. Specifically those Lots within Turtle Creek Subdivision Plat. A parcel of land shall be deemed unimproved and thus considered to be a Lot rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

(l) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(m) "Owner" with an initial capital letter, shall mean and refer to one or more persons who or which owns title to any Lot or Dwelling.

(n) "Subdivision" with an initial capital letter, shall mean and refer to Turtle Creek Subdivision as shown on the Subdivision Plat.

1. LAND USE AND BUILDING TYPE.

All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two (2) stories in height and a private garage or carport, except as provided herein.

**Except as permitted by the Covenants, and except as any parcel may be specifically restricted otherwise by this Declaration or any amendment or supplement thereto with respect to the Development, each Lot and Dwelling shall be used for residential purpose only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by a Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer client, or employee traffic, provided that in no event shall a Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease**

**(i) is for not less than the entire Dwelling and all of the improvements thereon,**

**(ii) is for a term of at least six (6) months, and**

**(iii) is otherwise in compliance with rules and regulation as may be promulgated and published from time to time by the Board of Directors.**

**All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.**

2. BUILDING LOCATION.

No ~~building~~ **Building** shall be located on the curved portion of cul de sac streets nearer than thirty feet (30') to the front property line. No ~~building~~ **Building** shall be located on any straight street nearer than forty feet (40') to the front property line. No ~~building~~ **Building** shall be located closer than ten feet (10') to an interior lot line. All garages and carports opening to the front shall be set back at least twenty feet (20') from front ~~building~~ **Building** line, it being the intention of this restriction to have front opening garages and carports which are closed in on three sides, where the entrance faces the side of the structure may be located at the front ~~building~~ **Building** line but must be ten feet (10') from the side property. On corner lots no part of the ~~structure~~ **Building**, garage or accessory building shall be located closer than twenty feet (20') to the side property line. No part of the ~~main building~~ **Building** may extend nearer than twenty feet (20') of the rear lot line. Garages, carports, and accessory buildings may be located within ten feet (10') of the rear lot line. No ~~accessory buildings~~ **Accessory Buildings** are permitted in front of the front Building line. **All accessory buildings must conform to St. Tammany Parish Ordinances. As of January 2011, this is 7.06 for the Unified Development Code.**

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be built on any lot selling for less than TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$275,000), excluding cost of lot based upon sales prices prevailing on the date these covenants are recorded. The floor area on the main structure, exclusive of garage, carport, porches or breezeways, shall not be less than two thousand eight hundred (2,800) square feet. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than two thousand eight hundred (2,800) square feet for a one story dwelling, not less than one thousand eight hundred (1,800) square feet for a dwelling of more than one story, the second story to be not less than one thousand (1,000) square feet. Each dwelling must have a double garage or carport with a minimum of four hundred fifty (450) square feet.

4. EASEMENTS.  
Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and in addition the operators of the electric utility company shall have the right to trim all trees, shrubs and to keep clear of its utility lines all obstacles within ten feet (10') of the rear property line of each lot.
5. **SERVITUDES FOR ASSOCIATION**  
**There is 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 unenclosed 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, upon advance notice to and with permission of the Owner or Occupant of the Lot or Dwelling.**
6. **MAINTENANCE SERVITUDES**  
**There is hereby reserved for the benefit of the Association and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portion of any building for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the development, provided that such servitudes shall not impose any duty or obligation upon the Association to perform any such actions.**
7. **RESPONSIBILITIES OF OWNERS**  
**Each Owner shall be responsible for maintaining his Lot and/or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, (cut to a maximum height of six [6"] inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section XXXX, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner or Occupant shall**  
**(i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Committee as provided in SECTION XXX, or**  
**(ii) do any work which, in the reasonable opinion of the Architectural Review Committee, would jeopardize the soundness and safety of the Turtle Creek neighborhood, reduce the value thereof, or impair any servitude thereto, without obtaining the written approval of the Architectural Review Committee.**
8. NUISANCES.  
~~No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.~~  
**No rubbish or debris of any kind shall be dumped, placed, burned, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a**

**cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security systems and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development not authorized in accordance with the rules and procedures for regular trash pick up, shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.**

9. **TEMPROARY STRUCTURES.**

No structures of a temporary character, i.e., trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, ~~except that building contractors may have one office trailer and one watchman's house trailer located on lots owned by the building contractor, who must be actively and progressively engaged in the construction of houses in the subdivision.~~ **as provided in section 18.**

10. **SIGNS AND DECORATIONS**

~~No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than twenty (20) square feet advertising the property for rent or sale, or signs used by the builder to advertise the property during the construction and sales period.~~

**10.01 No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot and,**

- (i) **One sign of not more than twenty (20) square feet advertising the property for rent or sale,**
- (ii) **Signs used by the builder to advertise the property during the construction and sales period,**
- (iii) **One sign for any political cause not larger than four (4) square feet and/or,**
- (iv) **One "Spirit" sign not larger than four (4) square feet.**

**All signage, except for sale /rent advertisement and construction signage must be within five (5) feet of the Building. Signs for any election shall be removed after that election has occurred. Signs that remain up after this date shall be considered a nuisance and subject to fines of \$50.00 per occurrence/ per month per the procedure outlined in section 19.**

**10.021 Holiday Decorations are allowed upon any Lot or Dwelling. They are allowed within any 30 days prior to and following any Holiday. Decorations outside of this window may be considered a nuisance and subject to fines of \$50.00 per occurrence/ per month per the procedure outlined in section 19.**

11. **OIL AND MINING OPERATIONS.**

No oil drilling, oil development operations, oil reefing, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavation shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. **GARBAGE AND REFUSE DISPOSAL.**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. ~~LIVESTOCK AND POULTRY.~~

~~No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be maintained, nor shall any of the lots be used for commercial purposes.~~

**PETS.**

**No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 13, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further rights, subject to Section 19 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling. An Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject. All Owners and Occupants shall follow ST. TAMMANY PARISH CODE OF ORDINANCES dealing with Animal Control. Link to section 4-126.00 Leash Law. All animals must be leashed.**

14. SIGHT LINES.

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five feet (25') from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of such sight lines.

15. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots has been recorded indicating agreement to change and/or extend said covenants in whole or in part.

16. FENCES

Fences may not be located nearer to the street than the front of the house **Building** . On corner lots, fences must be set back at least twenty feet (20') from the side property line. Fences shall be constructed only of wood, chain link, ornamental iron, vinyl or brick and shall have a maximum height of six feet (6'). The permission of ~~Cross Gates, Inc.~~ **Turtle Creek Architectural Committee** is required of the type and quality of material and workmanship of any fence before construction begins. Failure of any ~~owner~~ **Owner** to secure written approval of the type and quality of material

and workmanship or the failure to construct the fence in accordance with these requirements, without permission granted, may result in the fence being torn down at the expense of the owner Owner.

17. **EXTERIOR APPEARANCE**

**No foil or other reflective materials should be used on any window for sunscreens, blinds, shades, or other purpose, nor shall any window mounted heating or air-conditioning units be permitted. Except within a fenced back yard, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, maintained. Nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.**

18. **PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, ETC.**

~~Truck and utility trailers with tonnage in excess of three quarters to a ton rated carrying capacity, campers, boats or other utility vehicles shall not be permitted to park overnight on the streets, driveways, or lots in front of the house. Additionally, automobiles shall not park overnight on the streets, driveways, or lots in front of the house. No vehicles of any size which normally transport inflammable or explosive cargo may be kept in the subdivision at any time.~~

**Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwelling owned or maintained by such Owner. All automobiles owned and used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. Mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices shall be parked behind the fence of any Dwelling. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATV's and ATC's), and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Neighborhood if in the opinion of Board of Directors such prohibition shall be in the best interests of the Neighborhood. No Owners or other occupants of any portion of the Neighborhood shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling or within any portion of the Common Areas, except**

**(i) within enclosed garages or workshops or**

**(ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.**

**No mobile homes located or constructed within the Neighborhood. The prohibitions shall not apply to building contractors may have one office trailer and one watchman's house trailer located on lots owned by the building contractor, who must be actively and progressively engaged in the construction of houses in the subdivision or, the construction of Common Area recreational improvements.**

19. **ENFORCEMENT. AUTHORITY AND ENFORCEMENT.**

~~Enforcement of the provisions of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.~~

**19.01 Rules and Regulations**

**Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings and the Common Areas and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and**

unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding majority of the total votes of Lot owners in the Turtle Creek Homeowners' Association, provided that in the event of such vote, such action must also be approved by Louis J. Miramon, Jr., for so long as Louis J. Miramon, Jr. owns any Lot or Dwelling primarily for the purpose of sale within Turtle Creek subdivision.

#### 19.02 Authority and Enforcement

Subject to the provisions of Section 19.01 hereof, upon the violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power

- (i) to impose reasonable monetary fines which shall constitute a real obligation and lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation,
- (ii) to suspend an Owner's right to vote in the Association, or
- (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-owner's of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas,

And the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-owners or the family, guests, or tenants of his co-owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

#### 19.03 Procedure

Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declaration, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying:

- (i) The alleged violation;
- (ii) The actions required to abate the violation; and
- (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction. If such violation is a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall be not less than five (5) days from the giving of the notice;
- (iii) A invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In

addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

20. **ENFORCEMENT**

Each Owner shall comply strictly with the Covenants and By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, suspending voting rights, or for instituting an action to recover sums due, for damages, and/or for injunctive relief. Such actions are to be maintainable by the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By- Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery or damages, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Association, or any aggrieved owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

21. MODEL HOMES.

Model homes will be permitted in Turtle Creek Subdivision, but only with the express written consent of Cross Gates, Inc. A model home is a single family residence constructed within the subdivision, furnished, and used primarily as a display home, not currently for sale, and used as a sales office. Advertising devices, including but not limited to lighting, flags, etc. which are in good taste, may be permitted at the sole discretion of Cross Gates, Inc., but only after written application has been made and approved which specifies further the advertising devices intended to be used. Cross Gates, Inc. reserves the right to impose such limitations on these devices as it deems fit. Cross Gates, Inc. reserves the right, at any time in its sole discretion, to revoke permission to use a residence as a model home.

22. DRIVEWAYS.

Driveways must be concrete or asphalt from the front of the lot property line to the street. The size of culverts and the grade to which they are to be installed shall be ~~obtained from the designated representative of Cross Gates, Inc., in its sole discretion;~~ approved by the Architectural Review Committee. ~~All driveways located within the property will be concrete or asphalt surface.~~

23. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. NEW CONSTRUCTION.

Construction of new Building only shall be permitted, it being the intent of the covenant to prohibit the moving of any existing Building onto a lot and remodeling or converting same into a dwelling unit for this subdivision.

25. MAINTENANCE OF ~~MEDIAL AREAS~~: COMMON AREAS.

~~It is the responsibility of all property owners to pay their proportionate share for grass cutting, shrub running, replacement of shrubs, plants, etc., for the maintenance of the front entrance, median areas and all common areas. The proportionate share shall be determined by the Turtle Creek Homeowners Association.~~

**The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair. It is the responsibility of all property owners to pay their proportionate share for the maintenance of all Common Areas as determined by the Association. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners.**

26. ~~ARCHITECTURAL CONTROL.~~

~~No construction of any Building shall be started until the plans and specifications for said construction shall have been approved by Louis G. Miramon, Jr. or some other person authorized in writing by the corporation to act. In the event the said Louis G. Miramon, Jr. or the corporation's designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been full complied with. Louis G. Miramon, Jr. or the corporation's designee shall have the right, in his absolute discretion, to vary the front set back lines, side yard lines and rear yard restriction. Such variance shall be signed and recorded in the official records of St. Tammany Parish, Louisiana, and shall act as an amendment to these restrictions for the particular parcel.~~

**ARCHITECTURAL STANDARDS AND USE RESTRICTIONS**

**26.01 Purpose**

**In order to preserve the natural setting and beauty of the Development, to establish and preserve harmonious and aesthetically pleasing design for the Development and to protect and promote the value of the property, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Section. Every Owner by acceptance of title to his Lot or Dwelling agrees to be bound by the provisions of this Section.**

**26.02 Architectural Review Committee**

**The Board of Directors shall establish the Architectural Review Committee which shall consist of at least three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year in the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Review Committee shall elect a chairman. The Architectural Review Committee shall meet upon call of the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it.**

### 26.03 Permitted Improvements, Submittals

(a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon a part of the Property, including the alteration of the lot and street layout as described on the Plat, except

(i) such improvements and alterations as are approved by the Architectural Review Committee in accordance with this Section, or

(ii) improvements which pursuant to this Section do not require the consent of the Architectural Review Committee.

(b) The Architectural Review Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to Sections 24.05, 24.06, and 24.08 hereof (“Required Submittals”).

### 26.04 Construction of Improvements

(a) All buildings, structures, or other improvements (except sidewalks and driveways) on or with respect to any Lot or Dwelling shall be located only within the set-back lines specified in the Section 2, provided that the Architectural Review Committee shall be empowered to grant variances with respect to such set-back lines.

(b) No construction or improvements on any Lots or Dwellings shall be undertaken or conducted on any Sunday, except for

(i) construction activities of Louis J Miramon, Jrt,

(ii) emergency situations involving the potential loss, injury, or damage to person or property, and

(iii) as otherwise permitted by the Architectural Review Committee.

(c) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same and shall have been authorized by the Architectural Review Committee.

(d) Dwellings may not be temporarily or permanently occupied until the exteriors and landscaping thereof have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot or Dwelling at my time, except as provided by the Architectural Review Committee and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling. During the continuance of construction by Owner, such Owner shall require its contractors to maintain the Lot or Dwelling in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Dwelling on which such construction has been completed; and shall provide portable bathroom facilities for all workers until permanent ones have been constructed within the Dwelling.

(e) Any proposed reconfiguration of Lots, streets and conservancy areas, or any change in zoning, shall first be approved by the Architectural Review Committee.

### 26.05 Architectural Approval

(a) To preserve the architectural and aesthetic appearance of the Development and all improvements therein, the Architectural Review Committee shall adopt promulgate written and graphic design guidelines (the “Design Guidelines”) which would achieve harmony with exterior design, location and appearance in relationship to surrounding structures and topography. The Design Guidelines available to all Owners.

(b) No construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or

installation of sidewalks, driveways, parking lots, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, flagpoles, basketball backboards, dog runs and houses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining or any exterior surface), nor shall any off-site improvements, such as streets, drainage and sewerage and water systems, be constructed unless and until the Required Submittals shall have been submitted to and approved in writing by the Architectural Review Committee. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The Architectural Review Committee shall establish a fee sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Hundred and No/100 (\$100.00) Dollars, and the Architectural Review Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance without the necessity of approval or review by the Architectural Review Committee.

(c) The Owner shall pay a damage deposit of Three Hundred and No/100 (\$300.00) Dollars for streets, Common Areas and any other portion of the Development, which may be subject to activity as a result of construction of a Dwelling or any alteration upon a Lot. The amount of the damage deposit may be changed from time to time by the Architectural Review Committee or the Board. The Architectural Review Committee shall refund the deposit only upon completion of the Dwelling and only if the streets, Common Areas or other portion of the neighborhood have not been damaged during the course of construction. In the event that streets, Common Areas or any other portion of the neighborhood have been damaged during the course of construction then the deposit shall be forfeited in full to the Association for use in making the necessary repairs.

(d) Each Owner may be required to create and maintain a drainage way within and immediately adjacent to the interior side or rear lines of his Lot in order to provide and as deemed necessary for drainage as determined by the Architectural Review Committee.

(e) The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association provided, however, such discretion shall be exercised to give effect to the Design Guidelines. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications thereof have been approved and are being complied with. In the event that the Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Review Committee fails to approve, approve as noted, or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the neighborhood as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Section shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g.

clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the object and purposes of this Declaration and with the Design Guidelines, including aesthetic considerations, so long as such grounds are not arbitrary or capricious.

(f) No mailboxes shall be installed on any Lot, until specifically authorized by Declarant, and the Board of Directors, and then only in conformity with the design approved by said Board.

(g) Each Lot shall have a gas light fixture on a post in the front yard in conformity with the design, height, and location approved by the Architectural Review Committee. Declarant shall provide the gas light fixture before the completion of construction.

#### 26.06 Landscaping Approval

(a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, unless and until the plans thereof have been submitted to and approved in writing by the Architectural Review Committee. A significant portion of each construction budget shall be devoted to landscaping.

(b) The provisions of Section 24.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, applicable to any proposed landscaping, clearing grading, excavation, or filling. Such plans shall conform to the Design Guidelines and shall include calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Review Committee shall be entitled to promulgate standards with respect to such ratios. No Owner other than Louis J Miramon, Jr. shall be entitled to cut remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6') inch or more at a point of four (4') feet about ground level, without obtaining the prior approval of the Architectural Review Committee, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling. The Architectural Review Committee reserves the right to require the installation and maintenance of underground irrigation systems in proper working order when water table, tro count, and other relevant factors are considered. All of the landscaping of Lots and Dwellings must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

#### 26.07 Approval Not a Guarantee

No approval of plans and specifications and no publication of Design Guidelines or the architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the term of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plan and specifications.

27. **MANDATORY HOMEOWNER ASSOCIATION MEMBERSHIP.**  
It is the responsibility of all property owners to pay annual membership fees to All **Owners in the Subdivision shall be full members with all rights and obligations of membership in** the Turtle Creek Homeowners Association.
28. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**  
**Each Owner of a Lot or Dwelling, by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance is deemed to covenant and agree to pay to the Association:**
- (a) annual assessments to be established and collected as provided in the By-Laws of Turtle Creek Home Owners Association,**
  - (b) special assessments to be established and collected as provided in the By-Laws of Turtle Creek Home Owners Association,**
  - (c) individual, Specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Section 19 hereof.**
- Any such assessments, together with late charges, simple interest at the rate of twelve (12%) per cent per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling. In the event of co-ownership of any Lot or Dwelling, all of such co-owners shall be solely liable for the entire amount of such assessments.**
29. **LIENS**  
**All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot or Dwelling in favor of the Association.**
30. **EFFECT OF NON-PAYMENT; REMEDIES OF THE ASSOCIATION**  
**Any assessments of an Owner, or any portions thereof, not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for St. Tammany Parish, Louisiana. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve (12%) per cent per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable.**
- The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve (12%) per cent per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot or Dwelling, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling, and an Owner shall remain personally liable for assessments, interest,**

**and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot or Dwelling.**

31. **LANDSCAPING.**

It is the responsibility of all property owners to maintain landscaping. Property owners will have 90 days from date of closing to place initial landscaping.

**Something about completion?**

32. **PARISH OF ST. TAMMANY BUILDING CODES AND ORDINANCES.**

In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the Parish of St. Tammany Building Code or any ordinance or ordinances governing subdivisions or the building of residences, either in force at the present time or to be hereinafter enacted, then and in that event, the provisions of said Building Code and/or ordinances above mentioned shall govern, and these conditions and restrictions will automatically become amended to agree with and conform to said Building Code and ordinance or ordinances.

33. **Interpretation**

**In all cases, the provisions set /forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes, which are less restrictive. The effective date of this Declaration shall be the date of its filing for record on the Records of the Clerk of Court for St. Tammany Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.**

34. **INDEMNIFICATION**

**The Association shall indemnify every officer, manager, and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by the reason of being or having been an officer, manager or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer, manager or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer, manager and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, manager or director, or former officer, manager or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.**