

**COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS  
FOR THE MONTEREY SUBDIVISION<sup>1</sup>**

**I. DEFINITIONS**

1. Architectural Committee - Shall mean and refer to the Monterey Architectural Control Committee authorized and provided for hereinafter (MACC).
2. Developer - Shall mean Monterey Development Co., Inc., it; successors, assigns, or transferees.
3. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership, in The Monterey, as shown on the recorded plat, and any other lots in future phases of the subdivision if developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by developer is developed.
4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the MACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction.
5. Association - Shall mean and refer to the Monterey Property Owners Association, a non-profit corporation owned entirely by all of the property owners of the subdivision herein described.
6. Directors - Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

**II. USE OF PROPERTY**

1. The subdivision was approved for single-family use by the proper Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of St. Tammany on the date of this instrument.
2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

**III. PROHIBITED ACTIVITIES**

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.
2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.
3. No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the MACC.
4. No semi-truck, trailer, camper, camp truck, recreational vehicle, inoperable vehicle, motorcycle, boat and/or boat trailer, machinery and equipment shall be kept on any lot at any time or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to

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<sup>1</sup> For purposes of simplification, the substance of all amendments to The Monterey restrictions and covenants are contained herein. However, if any dispute should arise between the language of this document and the actual documents of records with the Clerk of Court for the Parish of St. Tammany, the actual documents shall control.

motorcycles, boats and/or trailers, machinery and/or equipment when such motorcycles, boats and/or trailers, machinery and/or equipment are not visible from the street and not kept in the front yard (the front yard being measured from the front of the house to the front property line) or the side yard of a corner lot (the side yard being measured from the side of the house to the side property line adjoining the street right of way).

4(a) No structure, either temporary or permanent in nature, including, but not limited to, a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

5. Trees on and within five (5.0') feet of the actual residence may be removed without prior approval or consent from the MACC, Other trees may not be removed without the prior approval of the MACC.
6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.
7. No outbuilding shall be used for permanent or temporary residence purposes.
8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal.
9. No individual water supply system shall be permitted. Water shall be supplied by St. Tammany Parish systems.
10. No weeds, underbrush or other unsightly vegetation or objects shall be permitted to grow or remain upon any part of the lots and no trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.
11. No changes in the elevations or drainage of the land, other than changes to meeting government regulations, shall be made on the property without prior approval of the MACC.
12. No satellite dish larger than 24 inches and no antenna shall be visible from the street.
13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, which offends, disturbs or constitutes a nuisance is expressly prohibited. Noise emanating from inside the structure shall not be audible outside the structure,
14. There shall be no individual sewerage treatment plants or septic tanks. Such services will be provided centrally by a corporation designated by developers and approved by the St Tammany Parish Planning Department.
15. No work of any kind can be done on the Property except with the approval of the MACC.
16. No owner shall install or cause to be installed any mailbox except as approved by the MACC and MACC has the right to require standardized mailboxes and if desired, to supply same for the actual cost thereof to lot owners/builders.

#### IV. EASEMENT OVER LOTS

Each lot is subject to a drainage servitude to be maintained by the lot owner, five (5') feet wide adjacent to the interior side lot line, in favor of all other property in Monterey Subdivision, Phase 1, which shall be the swale created by the placement of fill for construction on the various lots, to carry drain water along the appropriate plan. Fences cannot interfere with this drainage. The developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T. V. and other utility lines and for streets or rights of passage over portions of the lots prior to the sale of the lot to the owner occupant.

## V. MEMBERSHIP IN THE MONTEREY PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non profit corporation, to be known as the Monterey Property Owners Association (or some similar name), the membership of which is comprised of all owners of property located in Monterey Subdivision Phase 1. It is noted that developer owns surrounding land and may purchase additional adjacent land, and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants. At that time the developer may also designate that the purchasers of lots therein will become members of this same association.

One membership, carrying with it the privilege of one vote shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote.

Passive common property such as retention ponds or greenbelts may be designated in later phase(s) of the subdivision and all common property is to be owned and maintained by this Association. This association shall implement the provisions of these restrictions. The right of each lot to cast one vote may not be varied or diluted thereafter.

## VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, telephone antennae, storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application for the construction within a reasonable time after receipt of the required plans, then the construction of the subject structure shall be deemed approved. There may be a reasonable fee charged to submit plans for approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. The architectural control committee shall be composed of at least 3 persons and no more than 5 persons, and shall be known as the MACC.
2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the MACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the MACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the MACC. Any change in plans and specifications during construction from those approved by the MAC, shall be resubmitted for specific approval.
3. Disclaimer. Review of plans and specifications by the MACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the MACC for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored.
4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the MACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet. However, a larger sign may be erected by the developer at a location approved by the MACC. This section does not affect signs announcing the name of the

subdivision, which shall be of such size and at such location as the MACC determines appropriate.

5. Despite any provisions to the contrary in any property association rules and guidelines which might be hereafter made, so long as the developer continues to own one lot, the developer has the right to appoint three members to the architectural control committee. This provision may not be amended so long as the developer continues to own one lot herein, or new phases.
6. Authority to Grant Variances. The MACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variance shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the MACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the MACC shall not be deemed to set any precedent for future decisions by MACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

#### VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the MACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

- (a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and
- (b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and
- (c) The right of the Association to suspend the voting rights of any member, for any period during which any assessment made by the association remains unpaid and for any period not to exceed thirty (30) days for an infraction of any of the published rule and regulations of the Association or these restrictions.

#### VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum also sometimes referred to as "dues" "assessments" or "carrying charges", equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expense, including but in no way limited to the following:

- (a) The cost of all operating expenses and expenses for services rendered as authorized and approved by the Association,
- (b) The cost of necessary management and administration,
- (c) The cost of any security guard services, or other services rendered at the request of the association.

The Association by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. These annual assessment may be levied and collected on a quarterly, semi-annual or annual basis and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment.

In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by a written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- i. Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
  - ii. Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
  - iii. The Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
  - iv. Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and in compliance with these restrictions.
1. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, with a fifty one (51%) percent vote based on all members.
  2. The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.
  3. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner (s) of the lot against which it is levied. In the event of non payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.
  4. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the Status of the assessment(s), i.e., whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.
  5. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.
  6. Additional Default. Any recorded first mortgage secured by a lot in the subdivision may

provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

7. Despite any provisions to the contrary herein, in consideration of the management duties assumed and heretofore performed by Developer, all Developer-owned lots are exempt from the payment of dues.

#### IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Any action of the Association is required to be voted on shall be deemed approved and authorized by a vote of 51% of the members.

#### X. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51 %) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

#### XI. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the MACC. One set of plans will be signed as either approved or rejected within fourteen days of submission to the MACC. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.
2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, setback lines, driveway location, any other paving, fences and culverts to scale, to MACC. If the builder or owner does not properly install the culvert, he will be notified by the MACC and failure to correct same within five (5) days of notice will result in MACC correcting same and assessing this cost to the lot owner or builder, Developer reserves the right to designate a sub-contractor to install the culvert(s) properly at owner's expense.
3. Dwelling Size. No dwelling shall be constructed on and lot having less than one thousand six hundred (1,600) square feet of living area, this being exclusive of open porches, garages and carports. For a structure of more than one (1) story, there will not be less than one thousand two hundred (1,200) square feet of living area on the ground floor. Each residence will have in addition, a two car garage or two car carport with 100 square feet storage area enclosed. If a carport is built, it must be entirely located behind the mid-point of the house.
4. Building Location - Culverts - Elevations
  - A) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described under "Restrictive Covenants" in the top right hand corner of the plat. However, subordinate or accessory buildings, the use of which is incidental to that of the main structure but is not used for habitation. (Greenhouses, storage buildings, sheds, gazebos, detached garages and such are examples of such buildings.) Such buildings shall not be located any closer to the rear property line than ten (10') feet, or any closer to the side property line than seven and one half (7.5') feet. Accessory buildings on corner lots must be set back a minimum of ten (10') feet from the side adjacent to the street. Accessory buildings cannot exceed one story in height. The architectural style, proportions and materials of the accessory building should match that of the primary structure, and plans and locations therefore must be submitted just as for the primary structure.
    - (1) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert. No driveway can be located any closer to the side property line than two (2') feet. Each driveway must have two (2) expansion joints, one on either side of the culvert.

- (2) The placement of driveways on lots must be approved by the MACC to assure that there are not entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.
  - (3) Any owner who owns two or more adjacent lots, may construct a building across the common side line of the lots, subject to compliance with all other setback requirements. There can never be more than one dwelling on any one lot,
  - (4) Construction of any nature except fences which do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitudes, to joint the street.
  - (5) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate maps, as obtained from the Parish Engineering Department or a licensed surveyor, but in any event, no slab elevation shall be less than twelve (12") inches above the crown of the street on which the lot fronts.
  - (6) The MACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.
5. Fences. All fences must be approved prior to construction by the MACC. No fence or wall shall be erected, placed or altered on any subdivision lot nearer to the street than the building set back line. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

## XII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods often (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument of termination.
2. Amendments. Any provisions contained in this act may be amended by the recordation of a written instruments specifying the amendment or the repeal, executed by the owners of fifty one (51%) percent of the lots of record as of the date of the instrument (s). The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose.
3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forte or referred to in such deed or other instrument.
4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.
5. Captions. Captions and headings herein are fox convenience only and are not to be considered substantively.

6. No Waiver. Failure to enforce any provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.