



*Covington
Point
Homeowners
Association*

Board of Directors:

*Dale Bratschi
Susan C. Duhon
Phyllis Ramos
Charlotte F. Ross
Ruby C. Swords*

Physical Address:

*500 Covington Point Dr.
Covington, LA 70433*

RESTRICTIVE COVENANTS FOR COVINGTON POINT SUBDIVISION

**BY: COVINGTON POINT HOMEOWNERS ASSOCIATION, A NON-PROFIT LOUISIANA
CORPORATION**

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

**RESTRICTIVE COVENANTS FOR COVINGTON POINT SUBDIVISION
BY: COVINGTON POINT HOMEOWNERS ASSOCIATION, A NON-PROFIT LOUISIANA
CORPORATION**

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

BE IT KNOWN, That on this 26th day of March in the year of our Lord two thousand and eleven (2011) and the Independence of the United States of America, two hundred and tenth,

BEFORE ME, _____, Notary Public, duly qualified and commissioned, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

COVINGTON POINT HOMEOWNERS ASSOCIATION, A NON-PROFIT LOUISIANA CORPORATION, a corporation organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, represented herein by _____its President, duly authorized by Resolution of the Board of Directors of said Corporation dated _____recorded at COB ____, folio ____of the official records of St. Tammany Parish,

who declared that is does own one hundred percent (100%) of all Lots in Covington Point, A Subdivision, in Section 37, Township 6 South, Range 11 East, City of Covington, Parish of St. Tammany, Louisiana, all as more fully shown on the subdivision plans of Borgen Engineering dated January 18, 1985 (East Half) and September 12, 1984, revised January 21, 1985 (West Half), recorded as Clerk of Court Map File Number 898-A (East Half) and 898-B (West Half), respectively.

Said Restrictive Covenants hereby imposed on "The Property" are as follows, to-wit:

1.

ARCHITECTURAL CONTROL COMMITTEE:

No building shall be erected, placed, or altered on any Lot in this subdivision until the construction plans and specifications, and a survey showing the proposed location of the structure on said Lot, have been approved in writing by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography, finish grade elevation, and such other factors as they deem meet and proper in their sole and uncontrolled discretion. The architectural control committee shall be initially composed of Covington Point Homeowners Association, a non-profit Louisiana corporation, consisting of its officers. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to delegate a successor. Neither the members of the committee, nor its' designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in

writing. In the event that the committee or its designated representative fails to approve or disapprove a proposal within thirty (30) days after plans and specifications have been submitted to it, 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 these covenants shall be deemed to have been fully complied with. In no event shall the architectural control committee or any member thereof, be liable or responsible to any party for any claim arising out of its actions, decisions or omissions. All applications to, or correspondence with, the committee may be addressed to:

Architectural Control Committee, c/o Covington Point Homeowners Association, a non-profit Louisiana corporation, 500 Covington Point Drive, Covington, Louisiana, 70433.

2.

TEMPORARY STRUCTURES

No structure of a temporary character, no trailer, house trailer, mobile home, stable, tent, nor shack, shall be used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which is necessary during the construction, remodeling and/or renovations of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements. Said improvements should not exceed 3 months without Board approval.

PODS require a request and approval by the Board.

3.

SIZE RESTRICTION OF DWELLING

All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No single family dwelling can be constructed with less than 1,200 square feet of living area, exclusive of open or screened porches, carports, and open or closed garages or carports. New home plans must meet approval by the current Board with replacement construction quality meeting or exceeding that of the quality equivalent to the adjacent property. This being the intention and purpose to keep property values from declining.

4.

SETBACKS

Property setbacks for front, rear, and side yards for the purpose of new construction and remodel will be approved based on current guidance from the City of Covington City Ordinance and Setback Laws, and approval from the Board of Directors of Covington Point Subdivision. Board approval will depend on city appointed permit and proof of thereof.

5.

REFUSE AND DEBRIS

No accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any kind shall be permitted on any Lot; provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling, and renovation.

6.

DRAINAGE AND RIGHT OF WAYS

No structure, planning or other improvements (other than approved driveways or sidewalks kept in good repair) shall be placed on or permitted to remain upon any servitude, including, but not limited to drainage and/or any servitude for the installation or maintenance of utilities. No one may do anything which changes, obstructs or retards the flow or direction of any drainage servitude and/or drainage channel. The dumping, stacking, or littering in the ditches and dedicated right-of-ways (streets, drainage, etc.) of any building materials, sand, gravel, plants, or fill dirt is expressly prohibited and will be removed at the expense of the Lot owner whose property adjoins said right-of-way.

7.

ANIMALS AND LIVESTOCK

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot in the subdivision except dogs, cats, and other household pets, provided they are not kept, bred or maintained for commercial purposes. All pets shall be kept on a leash, when not kept in a fenced yard or home. The Board of Directors of CPHA shall have the right to order any owner whose pet is a nuisance to remove such pet from the subdivision. The Board shall have the sole and exclusive authority to determine whether any pet is a nuisance, but such determination shall be made only after the member is given notice and an opportunity for a hearing before the board.

8.

FENCES

Fences may be erected and maintained only after approval as to the location, design and materials by the Architectural Control Committee and shall further comply with the following:

- a) The Architectural Control Committee shall have the right to authorize any fence in the front and/or side yard area, or to fix the maximum height of such fences

- b) **All** fencing must at all times be in good repair or it will be removed at the homeowners expense
- c) No fence visible to the public shall utilize barbed wire, creosote posts or mesh wire
- d) No fence shall be allowed within any servitude area

9.

RAISE OR LOWERING PROPERTY

In accord with the Code of Ordinances for the City of Covington, the grade of Lots shall not be raised or lowered by an individual owner so as to adversely affect adjacent property owners.

10.

NOISE

No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members, in alignment with the City of Covington Code and Ordinances.

11.

LAWN AREA AND LANDSCAPING

No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in, good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish, and other offensive matter. Dead trees shall be removed by the Lot owner at the Lot owners expensive. The failure of the Lot owner to comply with this section shall authorize CPHA to provide the necessary work, labor, materials and maintenance to bring the Lot into compliance and charge the Lot owner for the expense as an additional assessment owed by the Lot Owner. All owners shall maintain his/her Lot and the public right-of-way from edge of the road surface to the property line in a neat and clean condition, with lawn area being kept cut to a maximum height of six (6) inches, and appropriate landscaping. The architectural control committee reserves the right to service and maintain deficient property and has the right to charge the cost to the property or homeowner.

12.

SIGNS

Except for entrance signs, directional signs, signs for traffic control or safety, or specific signs dealing with CPHA business, no other signs of any character shall be erected, posted or displayed on or about any Lot or dwelling situated upon The Property, provided that one temporary real estate sign or one temporary builder's sign not exceeding six (6) square feet in area. Each may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.

13.

MINERALS AND MINING

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or their structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

14.

FIREARMS

The discharge of firearms is expressly prohibited within the confines of the Subdivision.

15.

TREES

Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for construction purposes, or for thinning or landscaping, no sound trees (trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground) shall be removed from any Lot without written approval of the Parish of St. Tammany. The Board may from time to time adopt and promulgate additional rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Subdivision.

16.

GARAGE DOORS

Garage doors and the doors of any other storage room or the like shall be kept closed whenever possible.

17.

MAILBOXES

Mailboxes must conform to US Postal code and generally to the design and architecture of the dwelling, **and must be maintained in good repair**. The ACC shall have the right to prohibit any mailbox in the front and/or side yard area, or to fix the maximum height of such mailboxes and has the right to charge the cost to the property or homeowner.

18.

DUMPING

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, or other waste. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

19.

TRASH CANS SCREENED FROM VIEWING

Trash and garbage receptacles shall be of wood, metal, or hard plastic, and shall be covered at all times, except during collection or disposal, and maintained in a sanitary condition. All trash and garbage receptacles shall be screened from view of public streets, ditches, or neighboring Lots. Construction trash receptacles will be permitted during construction only after approval from Board.

20.

OUTBUILDINGS

The design, location, and construction of carports, garages, and other outbuildings shall be approved in advance in writing by the architectural control committee.

21.

TV SATELLITE DISHES

Satellite television dishes shall be limited to the size of approximately 4 square feet, and shall be placed as unobtrusively as possible yet allowing for the best possible reception for the homeowner.

22.

CULVERTS

The size, depth, and location of all culverts for each Lot shall be approved by the architectural control committee and the appropriate Inspector for the City of Covington, and no culvert shall alter the directional flow of water in the subdivision drainage ditches/canals.

23.

PARKED VEHICLES

The parking of any vehicle on a lawn or within a street right of way is strictly prohibited. When not in use, all vehicles must be parked and kept on or within a carport, garage, or driveway located within the existing lot setback lines, unless a specific variance is granted by a majority vote of the architectural control committee.

24.

AUXILLARY VEHICLES AND EQUIPMENT

No boats, trailers, backhoe, bobcat, or other vehicle and/or vessel shall be parked on a Lot unless within and/or under an approved carport, garage, outbuilding or behind opaque fencing. Whole house generators visible from the street must be maintained and kept in good repair.

25.

SIDEWALKS

All sidewalks and walkways shall be approved by the Architectural Control Committee.

26.

ENFORCEMENT

Enforcement of these restrictions may be by proceedings at law or equity, and against any person or persons violating or attempting to violate any provision herein contained, either to restrain violation or to recover damages. Every owner of one or more Lots in said subdivision, and/or the architectural control committee, shall be vested with the right to institute and prosecute proceedings to enforce the provisions contained herein, including the recovery of reasonable attorney's fees, fines, interests, and court costs incurred in said proceedings.

27.

PRESERVATION OF COVENANTS

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

28.

PROCEDURE OF VIOLATED COVENANTS

In the event any violations or attempted violations of any of the servitudes, privileges or restrictions contained in this section shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements of this section, upon written notice from the board of directors or the Environmental Control Committee (ECC), such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (such shorter period as may be specified) after notice of such violation is delivered to the owner or to the member responsible, then the Board or the ACC shall have the right, through its agents or employees, to enter upon any Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the owner's Lots. When so assessed a statement for the amount thereof shall be rendered to the owner, at which time the assessment shall become due and payable and a binding obligation of the owner. Covington Point Homeowners Association (CPHA) shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time to ascertain the existence of any violation of the provisions of this section or any of the other provisions or requirements of this Act of Dedication. Neither CPHA nor any of its officers, agents or employees shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. In addition to any damages which may be awarded, CPHA shall be awarded all costs and such reasonable attorney's fees as the court may determine for the prosecution of any legal action. Furthermore, the Architectural Control Committee shall have the right and option to impose reasonable monetary fines for the violation of any restrictions herein after advance written notice to the violator, who shall then have three days from receipt of the notice to cure the violation before the fine shall become effective.

29.

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 ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for a successive period of ten (10) years. However, it is clearly understood and agreed that at any time, or from time to time, the owners of 75% of all Lots in said subdivision, in good standing (dues current and without any liens pending) may sign a written document and record same, amending, changing, terminating or correcting these restrictions in whole or in part. Said recorded document shall be binding on all of the owners of said subdivision in the same manner and condition as if it had been personally signed by 100% of the owners of all of the square footage in said subdivision. In order to determine the full amount of square footage in said subdivision, those areas set aside or dedicated for streets, drainage servitudes, and recreational areas, or any public areas, shall not be deemed a portion of the square footage in this subdivision for the purpose of changing, amending, correcting or terminating this document.

30.

Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes an owner, 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 Covington Point Homeowners Association (CPHA), in advance, a monthly sum equal to one-

twelfth (1/12th) of the owner's proportionate share of the sum required by CPHA, as estimated by its board of directors, to meet its annual expenses, including, but not limited to, the cost of:

(a) All operating expenses of the common areas and community facilities and services furnished, including charges by CPHA for facilities and services furnished by it; and,

(b) Necessary management and administration, including fees paid to any management agent; and,

(c) All taxes and assessments levied against CPHA or upon any property which it may own or which it is otherwise required to pay;

(d) Fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as CPHA may affect;

(e) Maintaining, replacing, repairing and landscaping the common areas and community facilities (including, without limitation, the cost of maintaining, replacing and repairing the streets, public or private, whether dedicated to the parish or not, roadways and open areas of the subdivision) and such equipment as the board of directors shall determine to be necessary and proper; and,

(f) Funding all reserves established by CPHA, including, when appropriate, a general operating reserve and/or a reserve for replacements. The board shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. The board shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of CPHA and shall be open to inspection by any owner upon reasonable notice to the board. Written notice of the assessment shall thereupon be sent to the members.

The omission of the board to fix assessments hereunder for any period shall not be deemed a waiver or modification in any respect of the provisions of this section, or a release of any member from the obligation to pay any assessment, or any installment thereof, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or community facilities or by abandonment of any Lot belonging to him. In addition to the annual assessments authorized by this section, CPHA may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the common areas or community facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the board may consider appropriate, provided that any such assessment shall have the assent of fifty-one percent (51%) of the then members of CPHA. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days in advance of such meeting.

CPHA shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount to be designated from time to time by the board. Such fund shall be conclusively deemed a common expense of CPHA and shall be deposited with such financial institution as the board may choose. The reserve for replacements may be expended only for effecting the replacement of the common areas and community facilities, major repairs to any streets or roadways, public or private, developed as a part of CPHA, equipment replacement and for operating contingencies of a nonrecurring nature. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated and shall be

deemed to be transferred with such Lot. Any assessment levied pursuant to this Act of Dedication or any installment thereof not paid within thirty (30) days after it is due, may, upon resolution of the board, bear interest at the legal rate and CPHA may refer such delinquent account to an attorney at law for collection by suit or otherwise. In this event such interest, costs and reasonable attorney's fees of not less than twenty-five percent (25%) of the sum claimed shall be added to the amount of the assessment.

In addition, every member does consent to and authorize, at the option of CPHA, the filing of a notice of assessment lien in the records of the Clerk of Court, St. Tammany Parish. CPHA shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any other party legitimately interested in the same) a certificate in writing signed by an officer of CPHA setting forth the status of said assessment, and whether the same is paid or unpaid. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Act of Dedication, the entire balance of said assessment may be accelerated at the option of the board and be declared due and payable in full, together with all interest.

The annual assessment for membership shall commence on the date no earlier than January 1, 1988. The monthly installment of the annual assessment shall become due and payable on 1/1/88 and

on the first day of each successive month.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the day, month and year herein first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

**WITNESSES: COVINGTON POINT HOMEOWNERS ASSOCIATION, A NON-PROFIT
LOUISIANA CORPORATION**

Sheila W. Graham

Wendie D. Reynolds BY: STEPHEN H. LEVEE, JR., President

Jeffrey D. Schoen

Notary Public

Filed for record March 17, 1986

Truly recorded March 17, 1986

by: Clerk of Court & ExOfficio recorder