

RESTRICTIVE COVENANTS FOR
BELLA SERA SUBDIVISION,
PHASE 1

UNITED STATES OF AMERICA
STATE OF LOUISIANA

BY BELLA SERA HOMES, LLC
AND BELLA TOWNHOMES, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 1st day of December, 2009,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified within and for the above named parish and state, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

BELLA SERA HOMES, LLC (Fed. I.D. #26-0265793), a Louisiana Limited Liability Company, represented herein by Scott E. Reine, its sole and only manager; its mailing address being:

720 Brownswitch Road, Suite 2
Slidell, LA 70458

hereinafter referred to as Owner and/or Developer, and

BELLA TOWNHOMES, LLC (Fed. I.D. #27-0644476), a Louisiana Limited Liability Company, represented herein by its manager, Douglas J. Bernard, by virtue of a Certificate of Authority which is attached hereto; its mailing address being:

#8 Oak Grove Way
Slidell, Louisiana 70458

hereinafter referred to as Owner of Lots 79 & 80,

who declare that they are the owners of property in Bella Sera Subdivision, Phase 1, located in Section 14, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, and comprised of 102 lots.

Said Developer/Owner does declare as follows:

WHEREAS, the Developer/Owner desires to provide for the preservation of the values and amenities in the community and for the maintenance of Common Areas which are not maintained by the City of Slidell to be developed as a part of said residential community; and to this end desires to subject the immovable property described herein, and as it may be amended and added to, the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with Plat Map No. 4447 by John E. Bonneau & Assoc., Inc., on file with the Clerk of Court for St. Tammany Parish, Louisiana, which shall inure to the benefit of the Property described herein, and the subsequent Owners thereof; and

WHEREAS, in order for the Developer/Owner to ensure a uniform plan of development it deems desirable for the efficient operation of a residential community, and for the maintenance of the values, amenities and safeguards provided in the residential community, to create an Association to which shall be delegated and assigned the power and duties of maintaining and administering those Common Areas not maintained by the City of Slidell, administering and enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

St. Tammany Parish 2120
Instrmnt #: 1754612
Registry #: 1961523 CST
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WHEREAS, the Developer/Owner intends to form "Bella Sera Homeowners Association, Inc." ("Association"), as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, the Developer/Owner hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer/Owner, the Developer's/Owner's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, his successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the Property, as hereinafter defined.

Article I

PROPERTY

The Property subject of this act of dedication of servitudes, easements and restrictive covenants is a certain parcel of ground situated in Section 14, Township 9 South, Range 14 East, within the City of Slidell in St. Tammany Parish, Louisiana, and more particularly described as follows:

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND, together with all buildings and improvements thereon, situated in St. Tammany Parish, Louisiana, and being more fully described as follows, to-wit:

LOTS 1 through 102, inclusive, BELLA SERA, PHASE 1, located in Section 14, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana;

All in accordance with Plat Map No. 4447 on file with the Clerk of Court for St. Tammany Parish, Louisiana.

Article II

DEFINITIONS

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

- A. "Architectural Control Committee" shall mean the Architectural Control Committee of Bella Sera Subdivision, Phase 1, as established in Article VIII of these Restrictive Covenants.
- B. "Association" shall mean and refer to the Bella Sera Homeowners Association, Inc. a Louisiana non-profit corporation, and its successors, assigns or liquidators.
- C. "Board of Directors" shall mean the Board of Directors of Bella Sera Homeowners Association, Inc.
- D. "Builder" shall mean: Bella Sera Homes, LLC. and any other builders who construct townhomes on the subject lots.
- E. "Common Areas" shall mean and refer to those areas designated on that Plat recorded as Plat Map No. 4447, records of St. Tammany Parish, Louisiana as "PARK AREA", "GREEN SPACE", and "RECREATION AREA", together with all structures on said areas, all servitudes, detention ponds and the property immediately abutting same, conservation easements, drainage facilities, irrigation systems, fences, water and electric meters, easements, sidewalks, appurtenances and facilities now or hereafter owned,

acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association through the Board of Directors. "Common Areas" shall not include any streets, the Common Walls or Lots as defined herein.

F. "Common Wall" shall mean the load bearing wall situated on a Lot boundary line and shared by adjacent dwellings, including but not limited to that portion of the foundation immediately beneath and supporting the wall, the boards and materials constituting the wall, and that portion of the ceiling and roof immediately above the wall.

G. "Developer" shall mean and refer to (i) Bella Sera Homes, LLC, its successors or assigns; or (ii) the lender who acquires the interest of the Developer.

H. "Lot" shall mean the individual parcels of land designated as Lots 1 through Lot 102, inclusive, as set forth on the Plat, and any improvements to said parcels.

I. "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in the Property.

J. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of any Lot or Lots in the Property.

K. "Plat" shall mean and refer to the survey captioned "Bella Sera Subdivision, Phase 1 Plat", prepared by John E. Bonneau & Assoc., Inc., and filed on May 4, 2007, as Map File #4447, and any subsequent revisions thereof. "Plat" shall also include any official subdivision plats recorded with the St. Tammany Parish Clerk of Court hereinafter setting forth the phases of the Subdivision as officially approved.

L. "Property" shall mean and refer to all or any portion of the real property described in Article I, hereof.

M. "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and Lots while residing within the Property.

N. "Restrictive Covenants" shall refer to this act of Dedication of Servitudes, Easements and Restrictive Covenants for Bella Sera Subdivision, Phase 1.

O. "Subdivision" shall mean Bella Sera Subdivision, Phase 1, the platted subdivision and lots approved and to be approved hereinafter by the St. Tammany Parish Planning Commission within the Property as set forth in the Plat.

Article III

OWNERSHIP OF COMMON AREAS. CREATION OF SERVITUDES AND OWNERSHIP OF COMMON WALLS

Section A. Transfer Right of Developer. The Developer/Owner has the unilateral right, but not an obligation, to transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas at the option of the Developer. There shall be no obligation on the part of the Developer to transfer any property whatsoever to the Association.

Section B. Right of Control. Following any conveyance allowed in Section A, herein, the Common Areas shall be held and maintained by the Association subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct facilities upon the Common Areas. The Board of Directors is authorized and empowered to perform all acts in the furtherance of the above and the full and unlimited utilization of the Common Areas.

Section C. Common Area Maintenance. The Common Areas shall be maintained by the

Association in good order and condition, free of trash, rubbish and suitable for the intended purposes for which they were established, at the cost and expense of the Association. The annual budget of the Association shall include projected expense items for the upkeep and improvement of the Common Areas and lawn maintenance as further provided in Article VI herein.

Section D. Common Walls. The Common Wall in and between two adjacent dwellings shall be owned in indivision by the respective owners of the dwellings utilizing the Common Wall. Said owners shall be equally responsible for all maintenance, repair or reconstruction of the Common Wall, unless any such repair or reconstruction is necessitated by damage resulting from the negligence or neglect of one of the owners, in which event, said negligent owner shall be solely responsible for the cost to repair or reconstruct the Common Wall. The adjoining Lots that are separated (in part) by a Common Wall shall each enjoy and be subject to an irrevocable, perpetual and non-exclusive predial servitude of use of the Common Wall.

Article IV

HOMEOWNERS ASSOCIATION

Section A. Mandatory Association For the purpose of enforcing these Restrictive Covenants and for controlling, regulating and maintaining the Common Areas for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot in Bella Sera Subdivision, Phase 1 does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to enforce the restrictions and covenants set forth herein and to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with La. R.S. 9:1145, et seq.

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

(1) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

(2) There shall be five hundred (500) class B memberships, all of which shall be issued to the Developer, his successor or assigns. The class B member shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of anyone of the following events:

(a) Thirty (30) days following the date upon which the total authorized issued and outstanding class A memberships equal eighty-four (84); or

(b) Upon surrender of said class B memberships by the then holder thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every Lot in which the Developer holds the interest otherwise required for such class A membership.

Section C Control by Developer. Notwithstanding any other language or provision to the contrary herein, in the Articles of Incorporation, or in the By-Laws of the Association, Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as long as class B memberships are outstanding and in effect. Every Owner in the Development, by acceptance of title to his Lot or Dwelling agrees that Developer shall have the authority

to appoint and remove directors and officers of the Association in accordance with the foregoing provisions. Upon the expiration or termination of all class B memberships, such right to appoint or remove members of the Board of Directors and officers of the Association shall pass to the Owners, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in his possession.

Article V

RIGHTS AND OBLIGATIONS OF HOMEOWNERS ASSOCIATION

Section A. Members' Right of Enjoyment:

Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Bella Sera Homeowners Association, Inc., and Regulations established by the Association for the community, from time to time, and as amended every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(1) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members; and

(2) The right of the Association, as authorized herein, to levy reasonable assessments or other fees for the use and maintenance of any of the Common Areas by the Members of the Association and its guests; and

(3) The right of the Association to pass and enforce Regulations for the use of the Lots, dwellings thereon, and Common Areas, including the right to enforce various sanctions against the Owners of Lots in Bella Sera Subdivision, Phase 1, including, but not limited to, the right to file liens, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which the governing body of the Association deems necessary and proper.

Section B. Maintenance of Common Areas:

Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas not maintained by the City of Slidell. The Association shall also maintain and cut the grass on all Lots, including the front, side and rear lawns. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person, resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or caused by the disrepair of any pipe, plumbing, drain, lake, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

Section C. Regulations:

Subject to the provisions hereof, the Board of Directors may establish Regulations concerning the use of Lots, dwellings thereon, and the Common Areas. In particular, but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of the Regulations and any amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Regulations and amendments thereto. Such Regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such 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 in the Association, provided that in the event of such vote, such action must also be approved by Developer, for so long as Developer owns any Lot or dwelling.

Section D. Vehicular Traffic:

All vehicular traffic on the Streets in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana, Parish of St. Tammany and the City of Slidell concerning operation of motor vehicles on public streets. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision.

Article VI**ASSESSMENTS**Section A. Annual Assessments:

Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record owner of any Lot, whether or not it shall be so expressed in any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" 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 expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

- (1) The cost of maintaining and operating the Common Areas and services furnished, including charges by the Association for facilities and services furnished by it; and
- (2) The cost of necessary management and administration, including fees paid to any management agents; and
- (3) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (4) The cost of fire and extended liability insurance on the Common Areas and the cost of such other insurance as the Association may effect; and
- (5) The cost of utilities and services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and
- (6) The cost of maintaining, replacing, repairing and landscaping the Common Areas including, without limitation, the cost of maintaining, drainage facilities, detention ponds and green spaces of Kensington Estates, Phase III, Nickel Creek and such equipment as the Board of Directors shall determine to be necessary and proper; and

(7) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, or annual basis rather than on the semi-annual basis herein above provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association 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 the Association 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 of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, 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 by abandonment of any Lot belonging to him.

Section B. Special Assessments:

In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable 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, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of (1) the members representing fifty-one percent (51 %) of a quorum of the class A memberships, subject to approval by the Developer while he is a class B member, at a meeting duly called as set forth hereinafter; or (2) fifty-one percent (51%) of the class B memberships. A meeting of the members shall be duly called for assent by the class A memberships, 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, which notice shall set forth the purpose of the meeting.

Section C. Non-Payment of Assessment:

Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed eighteen percent (18%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Section D. Annual Membership Assessment:

Subject to the following sections, the initial annual assessment for each of the Lots is \$120.00 per annum. The Developer and Builders shall not be obligated to pay any assessments on any Lot owned by the Developer or Builders while the class B memberships are outstanding and in effect.

Section E. Increase In Maximum Assessment:

(1) From and after December 1, 2009 the maximum annual assessment for all class A memberships hereinabove may be increased by the Board of Directors of the Association without a vote of the membership, by an amount no greater than twenty percent (20%) of the maximum annual assessment for the preceding year.

(2) From and after December 1, 2009 the maximum annual assessment for all class A memberships hereinabove provided may be increased above that established in the preceding subsection by assent of (1) the members representing fifty-one percent (51 %) of a quorum of the class A memberships, subject to approval by the Developer while he is a class B member, at a meeting duly called as set forth hereinafter; or (2) fifty-one percent (51%) of the class B memberships. A meeting of the members shall be duly called for assent by the class A memberships, 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, which notice shall set forth the purpose of the meeting.

Section F. Lien Filing:

Any installments on assessments shall be payable to the order of Bella Sera Homeowners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under the deed restrictions shall be a debt and obligation of the Lot and the owner of the Lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of eighteen percent (18%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be recorded against the Lot and the Lot owner thereof as authorized by and provided for in 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 assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

Section G. Commencement of Annual Assessment. The total annual assessment remaining in the applicable calendar year shall be payable on the date of the Act of Sale of the Lot from the Builders, however the Owner shall not be responsible for the pro-rata share of that portion of the assessment accruing over the period of time preceding the date of his acquisition.

Section H. No dues discrimination. The imposition and assessment of dues and assessments shall not discriminate against any Lot Owner (including the Developer and Builders) or against any Lot or class or group of Lots unless the Owner so affected shall consent. No assessment or amendment to these restrictions shall operate to change any Lot Owner's share of the total expenses of the Association, or change the voting rights of its members, unless the record Owner of the Lot concerned and all mortgagees, who have duly recorded instruments in the records of St. Tammany Parish and whose mortgage is registered with the secretary of this Association, shall join in the execution of such amendment or the adoption of such assessment or dues structure.

Section 1. Attorney's Fees. In the event the Association retains an attorney for the enforcement of any part or portion of these restrictions, including but not limited to the

collection of dues or assessments and the enforcement of use restrictions contained in Article IX herein, the lot owner against whom such enforcement action is taken shall pay all costs, expenses and fees, including attorneys fees, incurred by the Association in the event the Association prevails in such action.

Article VII

MANDATORY INSURANCE

Section A. Mandatory Insurance. Each Lot Owner shall maintain casualty insurance on his dwelling providing coverage for all perils. The insurance required herein shall provide coverage for the full replacement cost of the dwelling and shall name the Association as an additional insured and loss payee subject only to the holder of the first mortgage. The Association shall also be entitled to receive a copy of any notice of cancellation at least thirty (30) days prior to any cancellation of the policy.

Section B. Reconstruction of Dwelling. In the event any dwelling is partially or totally destroyed by fire, flood, wind or any other casualty or unforeseen event, then the Owner shall repair or rebuild the dwelling to the same condition, or as nearly as possible to the same condition, including but not limited to the same size, shape, size, design, color, and building materials, existing prior to the damage or destruction. The Owner shall commence said work in ninety (90) days after the damage or destruction and be substantially completed in one hundred and eighty (180) days. All available insurance proceeds shall be used for the sole purpose of re-building or repairing the dwelling to its prior condition. Prior to commencing the work, the Owner shall submit plans to the Architectural Control Committee for review and, if appropriate, written approval.

Section C. Remedy of Association. If the Owner does not maintain the required insurances or if he fails to provide proof of the insurance as required herein, the Association has the right to purchase said insurance coverage, and the cost of said coverage plus a twenty percent (20%) fee shall be assessed against the Owner and his Lot(s). If an Owner fails to timely repair or rebuild a totally or partially destroyed dwelling, then said Owner forfeits and transfers to the Association the proceeds from the fire and casualty insurance remaining after the payment of any outstanding first mortgage and the Association shall use the insurance proceeds to repair, rebuild, enclose and/or finish the Common Wall contained in the damaged or destroyed dwelling and to remove any debris or remains of the damaged or destroyed dwelling. Any insurance proceeds remaining after said repair or rebuilding of the Common Wall and removal of the debris or remains of the damaged or destroyed dwelling shall be remitted to the Owner of the damaged or destroyed dwelling.

Article VIII

ARCHITECTURAL CONTROL COMMITTEE

Section A. Standards:

Except for construction and/or development by the Developer and Builders, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer and Builders concurrently with said construction and/or development, and except for purposes or proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for Kensington Estates, Phase III, Nickel Creek by the Board of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting,

shades, screens awnings, patio covers, decorations, fences hedges, landscaping features, statues, benches, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for Kensington Estates, Phase III, Nickel Creek by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section B. Architectural Control Committee – Operation:

The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section C. Approvals and Permits:

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

Section D. Limitations:

Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove

such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified herein above, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for non completion.

Section E. Remedy of Committee:

Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees. The Board of Directors is also authorized to levy a reasonable charge or penalty against any Owner for violating the provisions of this article.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in their absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

Article IX

RESTRICTIONS ON USE OF PROPERTY

A. All Lots are for single family residential purposes only, no industrial or commercial uses are allowed, however the Developer and Builders may use an unsold dwelling as a sales office to market or otherwise facilitate the sale of Lots and dwellings in the Subdivision. The dwelling on each Lot shall be part of a multi-dwelling structure with the adjoining Lot as separated by the Common Wall. No building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof. Garages and parking spaces shall be used exclusively for the parking of residential automobiles, and garage doors shall remain closed except as necessary to allow vehicles to be parked except Developer's sales office. Garages shall not be enclosed and converted to a room without the prior written approval of the Developer, while he is a class B member, and without the prior written approval of the Architectural Control Committee.

B. All dwellings on the Lots shall be initially constructed by the Builders or their contractors, agents, employees or assigns. Upon completion of the construction, said dwellings cannot be modified or altered in any material manner without the prior written approval of the Architectural Control Committee. In the event any dwelling is partially or totally destroyed by fire, flood, wind or any other casualty or unforeseen event, then the owner shall repair or rebuild the dwelling, commencing in ninety (90) days and substantially completed in one hundred and eighty (180) days in accordance with the provisions of Article VII herein. The minimum set back areas (areas which cannot contain any construction) applicable to each Lot are as required by the City of Slidell.

C. 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. The selling of household items, household goods, furniture, clothing, appliances, equipment, machinery, or other merchandise new or used or an individual engaging in a sales activity commonly known as a "garage sale" is strictly prohibited, except as provided herein. An annual garage sale open to all members of Bella Sera Subdivision, Phase 1 may be held on such day or days as designated by the Board of Directors. All procedures, planning and notices of any such garage sale shall be submitted to and approved by the Board of Directors prior to the undertaking of any such procedures or notices. Any expenses associated with the organizing, establishing and actual undertaking of the garage sale shall be imposed upon and collected only from the members who provide merchandise for sale at the garage sale and are thereby deemed participants of the garage sale. The Board of

Directors shall review and approve any and all such expenses prior to the actual incurring of any such expense.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any purposes, except that no more than a total of two domesticated household pets, such as dogs, cats or other household animals, may be kept or maintained in a dwelling. All such household pets are prohibited from being out of the dwelling or off the animal owner's Lot unless attended by the owner of the pet, and the pet shall be restrained on a leash except while the pet is in the rear yard of the owner's dwelling and under the owner's complete control. No pet shall present a nuisance to any other Owner, or their guest; and the Board of Directors, at its discretion, has the right to require an Owner to permanently remove from the Subdivision any pet presenting a nuisance.

E. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot.

F. No junk vehicles, boats or water crafts, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon the Property. However, this restriction shall not apply to recreational vehicles or recreational trailers properly parked in the area designated as "R/V Storage Area" in the Plat or to recreational vehicles, recreational trailers, or boats kept within an enclosed garage. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any Lot. Permissible vehicles shall be parked only in the garages, driveways or parking bays identified in the Plat. The parking of vehicles on the streets, street rights-of-way or on lawns is strictly prohibited.

G. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

H. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the City of Slidell or the City of Slidell Planning Commission. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right-of-way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

I. No portion of any dwelling (other than the entire dwelling) shall be leased, and the entire dwelling may be leased only for an initial term of no less than six (6) months nor for subsequent terms of less than thirty (30) days. The maximum permissible number of tenants occupying the dwelling under a lease shall not exceed two occupants per bedroom, and any lease agreement shall set forth that the lease is subject to all terms and conditions set forth in this Act of Dedication and the Association By-Laws. Any failure of the tenant to abide by the terms and conditions set forth in this Act of Dedication shall constitute a default of the lease agreement. All leases shall be in writing and no lessee shall have the right to sublease a dwelling. All terms and conditions of the leases shall be subject to approval by the Board of Directors and by the Developer while the class B memberships are outstanding and in effect. The Board of Directors shall have the right to develop a lease form that shall be utilized in connection with the leasing of any dwelling.

J. No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

K. Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of eight (8) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through

its Board of Directors or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon the Property as it may consider appropriate.

L. Except as specifically authorized herein, no satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed. The exception to the above and foregoing are specifically itemized as follows: i) satellite dishes, antennas, tower or other devices for the reception of communication signals located within an enclosed building or structure approved by the Architectural Control Committee; and ii) satellite dishes not exceeding three feet in diameter mounted/attached to the house or garage within the rear yard.

M. No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, clothes line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

N. No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

O. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer, Builders or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon the Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. No signs shall be permitted at the entrance of the Subdivision or on any common ground or right-of-way in the Property except such signage as may be approved by the board of directors.

P. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

Q. No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

R. 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 expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VI, Sections G and J, hereof.

S. The same type of mailbox shall be used for each Lot, and the Developer will designate the design, make, color and brand of the mail box which shall be used for each Lot. The cost of purchasing, installing, maintaining and replacing the approved mail box

shall be at the expense of the Lot Owner. In the event a mailbox is damaged or destroyed, it shall be replaced by the Lot Owner with an identical design, make, color and brand of mailbox.

T. To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than the Developer and Builders, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Review Committee.

U. Fences may be constructed along the side and rear Lot boundary lines with prior written approval of the Architectural Control Committee. In addition to said approval, said fences shall also comply with the following:

- i) Interior Lots: No fence shall be erected, placed or altered on any interior Lots (Lots not fronting on two streets) closer to the street than a point one (1") inch behind the left corner and five (5') feet behind the farthest right corner of the front of the duplex located on the Lots.
- ii) No fence on any Lot shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

The Owner shall be responsible for all maintenance, repair or reconstruction of the fences. Any fence which is repaired or rebuilt must be repaired or rebuilt in the same manner as the original fence, including the same type and color of materials, same dimensions, same height and same location.

V. With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

- (1) Each Lot shall be graded to drain as per City of Slidell requirements.
- (2) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer, Association and/or the City of Slidell for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

W. The discharge of firearms is prohibited. The operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon the Property is strictly prohibited except on the streets.

X. Building set back lines and utility servitudes are hereby established in accordance with the Plat.

Y. Outdoor loudspeakers, stereo speakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited, except for stereo speakers placed on the patio of a dwelling. However any speakers placed on a patio shall not be used between the hours of 10:00 p.m. and 8:00 a.m., and even during said permissible hours, the Board of Directors may prohibit an Owner from using said speakers if the sound emanating therefrom is presenting a nuisance to another Owner. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

Z. No gym sets, climbing bars, swings, arbors, tree houses and other elevated playground equipment shall be located in the front yard of a dwelling unless the owner has received prior written approval of the Architectural Control Committee. The location of a basketball goal shall be submitted to and approved in writing by the Architectural Control Committee.

AA. Any and all uses of the Property shall further be subject to and limited by the

additional "Restrictive Covenants" set forth in the Plat.

Article X

SECTION A. DURATION - AMENDMENT

A. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51 %) of the Lots in the subdivision and the owner of any Class B memberships of the Association, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the Developer to sign an act of amendment or termination as aforesaid shall cease and terminate upon the lapse or termination of the Class B memberships in accordance with Article IV.

Section B. Construction and Enforcement:

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Bella Sera Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both, and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association and by any Owner of any Lot which becomes subject to the provisions hereof. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages. The Association is further entitled to recover the reasonable attorney's fees incurred by it in connection with any enforcement of these Restrictive Covenants.

Section C. Notices:

Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Any notice of a violation of the Restrictions on Use of Property set forth in Article IX shall be by certified mail to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section D. Severability:

If any clause or provision of these servitudes, privileges or restrictions is illegal, invalid or unenforceable under present or future laws, then and in that event, the illegal, invalid or unenforceable clause or provision shall be deleted and the remainder of the servitudes, privileges and restrictions shall not be affected thereby, but shall remain in full force and effect.

Section E. Captions:

The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

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

WITNESSES:

Christina B. Lowrance
CHRISTINA B. LOWRANCE

BELLA SERA HOMES, LLC

BY SER

Erice Tomminello
Erice Tomminello

BELLA TOWNHOMES, LLC

BY [Signature]

[Signature]

Denise D. Lindsey, Notary Public

LA Bar Roll #09591