

State of Louisiana
Parish of St. Tammany

MLrestrict

ACT CREATING DEED RESTRICTIONS AND COVENANTS

BY: Grilmar Limited Liability Corporation

**FOR: MADISONVILLE ON THE LAKE SUBDIVISION
Addition 1, Phase 1.**

BE IT KNOWN: that on this 9th day of March 1999,

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared;

Grilmar Limited Liability Corporation, a corporation organized under the laws of the State of Louisiana, domiciled in Plaquemine Parish, Louisiana, herein represented by Irish Oil Corp. member, George Marti, President, the mailing address of which is declared to be 2608 Engineers Rd., Belle Chasse Louisiana 70037 (herein referred to as Developer).

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 31 and 32, Township 7 South, Range 10 East and Section 5, Township 8 South, Range 11 East, St. Tammany Parish, Louisiana, containing 101.24 acres of land on which 73 residential lots have been developed, known as Madisonville on the Lake Subdivision, Addition 1, Phase 1. Said property is described in accordance with the plat and survey prepared by Sidney L. Grillot, Jr. dated October 10, 1998, hereinafter referred to as the "plat". A full legal description of the property and the location of the said lots 1 through 73 inclusive, is shown by reference to the said subdivision plat which has been approved by the Parish Authorities, duly filed with the Clerk of Court, St. Tammany Parish as Map File No. 1705 all of which is incorporated hereby by reference.

and and intervenors named herein
AND WHICH DEVELOPER, desires to submit lots 1 through 73 inclusive of Madisonville on the Lake Subdivision Addition 1, Phase 1, to certain deed restrictions and covenants in order to provide for the preservation of values in the subdivision, and in order to accomplish this end it is necessary that these covenants and restrictions be placed of record.

AND NOW ALSO INTERVENED AND APPEARED: Susan E. Saidi and*

DEVELOPER hereby reserves the right to add additional lands to Addition 1, Phase 1. Said additions shall be subject to and retain all of the rights of land owners within Addition 1, Phase 1. Developer reserves the right to change restrictions within subsequent additions in so long as these additional restrictions include the minimum restrictions included in Addition 1, Phase 1.

SEVERABILITY: Invalidation of any one of these covenants or deed restrictions by judgement, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

These covenants and deed restrictions shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

*Yeffet Saidi, Avery Island, Inc., Pals' Land, L.L.C. and Ground War, L.L.C., parties or entities who have purchased portions of the subject property heretofore, represented herein by their duly authorized agent and attorney in fact, who join herein in order to submit the portions of property owned by them to the effects of these restrictions.

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**COVENANTS, DEED RESTRICTIONS & OBLIGATIONS
FOR
MADISONVILLE ON THE LAKE SUBDIVISION**

ST. TAMMANY PARISH, LOUISIANA

**A. ESTABLISHMENT OF THE MADISONVILLE ON THE LAKE
LANDOWNERS ASSOCIATION.**

Concurrently herewith there shall be established a property owners association, incorporated as a non-profit corporation called Madisonville on the Lake Landowners Association, Inc., whose membership shall comprise all property owners within the Madisonville on the Lake subdivision as presently constituted and all future additions to said subdivision. The by-laws of this association are attached hereto and made a part hereof. The purpose of this Association is to enforce the covenants and restrictions governing this subdivision and to maintain all property, roads, and utilities owned or managed by the Madisonville on the Lake Landowners Association.

Each owner of a lot located within Madisonville on the Lake Subdivision, shall be the owner of one share of stock in the Madisonville on the Lake Landowners Association, Inc. and shall be subject to the restrictions, rules, regulations recorded in the records of St. Tammany Parish, and propagated by the Madisonville on the Lake Landowners Association. Transfer of title to any lot within this subdivision shall require an Agreement of Transfer from the official authorized by the Madisonville on the Lake Landowners Association, Inc. Board of Directors stating that all fees and assessments of the Madisonville on the Lake Landowners Association are paid in full, or a court order from a court of competent jurisdiction authorizing the transfer of title.

I. DEFINITIONS

1. **MOTILLA** Shall mean the Madisonville on the Lake Landowners Association a non profit corporation owned entirely by all property owners within the Madisonville on the lake subdivision, St. Tammany Parish, Louisiana, including the shares held by the DEVELOPER during development.
2. **DEVELOPER** Shall mean Grilmar Limited Liability Company, a Louisiana Company, domiciled at Belle Chasse, Louisiana, organized under the provisions of R.S. Title 12, Chapter 22, or its successors or assigns.
3. **BOARD** Shall mean the board of directors of MOTILLA.
4. **ARCHITECTURAL COMMITTEE** Shall mean the committee appointed by the BOARD to supervise construction within the subdivision.

II. USE OF PROPERTY

1. The Planning and Zoning Commission of the Parish of St. Tammany has zoned the lots in the subdivision A-2 single family residential. The property use is limited to the uses of A-2 zoning and those not restricted by this document.

III. SQUARE FOOTAGE RESTRICTIONS

1. No home shall be built in Addition I or any succeeding Addition of this subdivision having less than 2500 sq.ft. of air conditioned and heated living space located above flood levels established by governmental authorities. Air conditioned garages or out buildings shall not be included in the 2500 sq. ft. Square footage in future Additions shall be set by the developer, but shall not be less than those set for Addition I.

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IV. ACTIVITIES PROHIBITED WITHIN THE SUBDIVISION

1. No animals, birds, or fowl shall be kept or maintained on the property except for dogs, cats and pet birds, which shall be limited to three of one kind except within 12 months of having a litter. All dogs shall be restricted to the owners property by electrical or mechanical fencing, and shall be kept on a leash when outside of the property bounds of the owner. No animals may be raised for commercial use.
2. No temporary structure, tent, trailer, camper, house trailer, trash junk car, or equipment of any kind will be left on the lot prior to receipt of an approved construction permit by the Parish of St. Tammany and the Architectural Committee.
3. No accumulation of litter, building materials, scrap, junk vehicles, junk boats, or any other loose material shall be allowed on the open area of any lot except during periods of construction or renovation. Said period of construction shall not exceed 12 months and the period of renovation six months, without a time extension by the Architectural Committee.
4. No garbage and rubbish receptacles shall be visible from the street, except in a period 4 hours prior to pickup.
5. No outbuilding shall be built on property prior to the construction of the main residence. (See V. Waterfront)
6. All domestic sewerage shall be connected to the central sewerage system prior to home occupancy.
7. No individual water systems shall be connected in any manner to the central subdivision water system. Lawn sprinkler systems will be limited to 3/4 inch pipes, when connected to the domestic water supply. Wells or water pumped from the canals may be used to irrigate flowers and yards, but may not be connected to the domestic water system in any way.
8. No outdoor loudspeakers, radios, public address systems of a temporary or permanent nature shall be utilized on the lot. Noise emanating from within a living unit shall be audible within 50 feet of the exterior of the building.
9. No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or television cable shall be installed or maintained on any lot above the surface of the ground.
10. No signs shall be displayed on the property except the following:
 - a. One six sq. ft. or less for sale or for rent sign.
 - b. One temporary political sign. 6 sq.ft. or less.
 - c. One prime contractors sign 6 sq.ft. or less.
 - d. No commercial signs of any kind.

V. WATER FRONT ACTIVITIES AND CONSTRUCTION

1. A boat dock, slip and bulkheads may be built prior to construction of the main residence. 120 sq.ft. of boat dock may be covered, and the sides may be screened. No solid sides shall be allowed on the boat dock or the boat slip. The top of any roof over a boat slip or dock shall not exceed 18 feet above mean sea level.

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2. Said dock shall not extend beyond the property line, and piling shall not extend into the waterway beyond the property line, nor be built within 20 feet of the side property line. Hoists may be built for small boats and roofs may be placed over the boat area, **but the boat cover may have no sides of any kind beyond the structural members supporting the roof.** The pitch of the roof shall not exceed 20%.
3. Boat dock storage shall not extend more than four feet above the dock, nor cover more than 20% of the dock surface.
4. Boat slips may be built on the lot. The top of the side of the slip slope or bulkhead shall be set back a minimum of 20 ft from the side property line of the lot.
5. Boat houses may be built after or in conjunction with the construction of the main residence. Said boathouse shall not extend beyond the rear property set back line, and shall conform to the architecture of the main residence.
6. Assuming a boat has a cabin with living quarters, the owner or his guests may spend three consecutive nights aboard, but the boat may not be utilized as permanent living quarters.
7. Boats may be stored at the dock either in or out of the water. Portable boats and their trailers must be housed in a covered storage, under a house or in the garage. No boats or trailers shall be stored in the open yard.
8. Commercial boats of any nature, including barges, may not be docked over night at the lot dock, except during periods of MOTILLA approved water front construction on the lot.
9. The DEVELOPER shall be allowed to dock a sales office boat or barge, and floating construction equipment, during periods of sales or construction by the DEVELOPER at lots or docks owned by the DEVELOPER.
10. **Detailed plans of any water front construction shall be submitted and approved by the Architectural Committee prior to beginning construction.**

VI. CONSTRUCTION

1. Plans for all construction by a lot owner, including but not limited to the main residence, slips, docks, boat houses, boat covers, dock covers, out buildings, drive ways, culverts, wells and fences shall be submitted to the Architectural Committee 30 days prior to commencement. All construction shall be done by licensed commercial contractors with proper governmental permits. If an approval or denial has not been received by the lot owner within 30 days of submission, a lot owner may proceed with construction, assuming proper governmental permits have been obtained.
2. **No building construction will be approved within the subdivision which is not supported by piling designed by an engineer licensed in the State of Louisiana to design structural piling.**

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3. Review of plans and specifications by the Architectural Committee is for the purpose of assuring a steady quality of construction on the property affected by these restrictions and is not intended, nor shall it be construed that the review is for the benefit of the party or parties submitting the plans and specifications, nor shall the Architectural Committee be liable for its negligent or intentional failure to advise of any deficiencies or defects in the submission.
4. No driveway will be constructed within 1.5 feet of the side property line.
5. Prior to beginning construction of any kind, a driveway with gravel or limestone surface capable of handling construction traffic shall be built, extending a minimum distance of 40 ft past the front property line, including culverts if required. Metal culverts will not be acceptable unless they have suitable concrete head walls.
6. In order to preserve the integrity of our streets, all trucks, shall park and load and unload cargo from the driveway, except pickup trucks, side loading trucks, such as brick trucks, moving vans and sod trucks whose cargo shall pass over the provided driveway and not through the street drainage ditches. Eighteen wheel trucks are prohibited within the subdivision, except those authorized by the DEVELOPER or the MOTILLA. 18 wheel trucks and moving vans must turn at the ends of streets where a proper turning radius is available.
7. The area between the ground and the first floor of buildings shall be covered with breakaway walls, doors, and windows on the front and sides of the house. Twenty percent of the front and sides of the residence may be covered by lattice work. The rear of the house may be open, screened, walled or covered with lattice work.
8. **Fences** Location and materials for all fences must be approved by the Architectural Committee. No barbed wire or chain link fences will be permitted on the property. Fences above three feet in height, must be built within the lot building lines, except that the front and rear yards may be entirely fenced with see through architectural iron or aluminum fencing. Fencing will not be allowed within the side or front drainage and utility easements. Wooden fences shall be restricted to back yards within the building lines.
9. **Post office and paper boxes** Post office and paper boxes shall be made of cast iron, cast aluminum or masonry products.
10. Height of Transmission or receiving antennas shall not be higher than 1 ve feet above the crown of the home.

VII. AUTHORITY TO GRANT VARIANCES

1. The MOTILLA shall have the right to grant variances to the building restrictions herein upon vote of 51% of the members of the Board of Directors of the MOTILLA.

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VIII FEES AND ASSESSMENTS

1. All fees and assessments will be established and set by the Madisonville on the Lake Landowners Association, Inc. According to the Articles of Incorporation and the by-laws of Madisonville on the Lake Landowners Association.

2. The initial monthly fees have been set as follows:

Channel fee to be held in escrow account and utilized only for maintenance of the water channels in and to Lake Pontchartrain \$20.00

Road Maintenance fee to be held in escrow account only for maintenance of the roads within the subdivision 5.00

Common area maintenance fee, and beautification fee 10.00

Open lot maintenance fee for mowing grass on lots. This does not include maintenance of landscaping. Upon construction of a home the lot owner will maintain his own property and this fee will be removed 10.00

General and Administrative
Insurance, accounting, legal etc. 5.00

TOTAL MONTHLY FEES \$70.00

These fees do not include fees for water, sewer, telephone, electric, and garbage pickup.

*3500
File Comments
Pick Up*

3. **Non payment of fees and assessments:** Assessment levied pursuant to this agreement, which is not paid within 30 days shall be delinquent and shall bear interest at 1.5% per month until paid. The Board of Directors shall have the right to post a list of delinquent members at any prominent location within the property.

4. **Enforcement of Assessments and Restrictions:** Any assessment levied herein shall be a debt and obligation of the lot and the owner thereof. In the event of non payment of the assessment after the 30 day period provided for above, a lien affidavit setting forth the amount due may be filed against the lot and the owner thereof as authorized and provided for in L.A. R.S. 9:1134 et seq. The MCTILLA is further authorized to file suit in its own name in any court of competent jurisdiction to recover the amounts due. The party cast in judgement shall pay any and all reasonable attorney's fees and costs of his suit.

IX 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 automatically extended for periods of twenty five (25) years, unless prior to one year from the expiration of any twenty five year period this Act is terminated by recorded instrument signed by the Owners of not less than two-thirds (2/3) of the lots in existence as of the date of such instrument of termination.

2. AMENDMENTS: Any provision contained in this Act may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the owners of 51% of the lots in existence as of the date of such instrument or amendment. The foregoing notwithstanding no amendment shall prohibit the Developer, his successors or assigns from constructing additional phases to the subdivision, which utilize the roads, canals, entrance and all amenities of Phase 1.

3. EFFECT OF PROVISIONS OF ACT: Each provision of this act shall be deemed incorporated in 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 forth or referred to in such deed or other instrument.

4. CAPTIONS: Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this Act.

5. NO WAIVER: Failure to enforce any provision of this Act shall not operate as a waiver of any such provision or of any other provisions of this Act.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth above in the presence of the undersigned witnesses, after reading of the whole:

WITNESSES:

Andrea Mackay
Dwight Bellamy

GRILMAR L.L.C.

BY: Irish Oil Corporation, Member

George Marti
George Marti, President

SUSAN F. SAIDI, YEFFET SAIDI,
AVERY ISLAND, INC., 'PALS' LAND,
L.L.C. and GROUND WAR, L.L.C.

BY: *George Marti*
GRILMAR, L.L.C. BY: Irish
Oil Corporation BY: George Marti
DULY APPOINTED AGENT AND
ATTORNEY IN FACT

Marta L. Jomonville
MARTHA L. JOMONVILLE, NOTARY

**FIRST AMENDMENT TO COVENANTS,
DEED RESTRICTIONS &
OBLIGATIONS**

UNITED STATES OF AMERICA

FOR

STATE OF LOUISIANA

**MADISONVILLE
ON THE LAKE SUBDIVISION**

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 26th day of December, 2007,

BEFORE ME, the undersigned authority, a Notary Public, in and for the State and Parish aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MADISONVILLE ON THE LAKE LANDOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation organized and existing under the laws of the State of Louisiana, by act dated January 10, 1997, appearing herein by and through its President, Steven Marcus;

who declared, that in accordance with Section IX, Sub Part 2, of the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision filed of record on March 9, 1999 at Instrument No. 1138518 of the official records of St. Tammany Parish, Louisiana, Madisonville on the Lake Landowners Association, Inc. conducted a ballot vote of its association members and, as a result of that ballot vote, two proposed amendments to the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision were approved by the association members; the results of said balloting are attached to this First Amendment to the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision as *in globo* Exhibit "A"; and further declares as follows:

MADISONVILLE ON THE LAKE LANDOWNERS ASSOCIATION, INC., does hereby amend the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision in accordance with the aforementioned ballot vote to include the following particulars:

1. By amending and supplementing Section V., captioned "Water Front Activities and Construction," Sub Part 7, of the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision to read as follows:

7. Vessels may be stored or moored at the boat dock, or other waterfront structure approved by the Architectural Committee, either in or out of the water. However, in no event shall a boat or other vessel be 1) stored in a dock or boat house, 2) tied to a bulkhead, piling or other structure, or 3) moored in any manner in the water channels adjacent to any lot, for a period of time in excess of 72 hours, until an occupancy permit is issued by the Parish of St. Tammany for the main residence of the home located on the lot to which the vessel is to be permanently stored or moored. The 72 hour provision in this paragraph shall not apply to any lot on which a covered waterfront boat house was constructed prior to the date this amendment is recorded in the land records of St. Tammany Parish. Regardless of the 72 hour provision above, portable boats and their trailers which are

stored on any lot must be housed in covered storage under the house or in the garage. No boats or trailers shall be stored in the open yard.

- 2. By amending and supplementing Section VIII., captioned "Fees and Assessments" Water Front Activities and Construction," Sub Part 4, of the Covenants, Deed Restrictions & Obligations for Madisonville on the Lake Subdivision to read as follows:

4. Enforcement of Assessments and Restrictions: Any assessment levied herein shall be a debt and obligation of the lot and the owner thereof. In the event of non payment of the assessment after the 30 day period provided for above, a lien affidavit setting forth the amount due may be filed against the lot and the owner thereof as authorized and provided for in L.A. R.S. 9:1134 et seq. The MOTILLA is further authorized to file suit in its own name in any court of competent jurisdiction to recover the amounts due or enforce any covenant or restriction contained herein. If suit is filed to collect any amount due to MOTILLA, or to enforce any building restriction or covenant contained herein, the landowner owner against whom suit was filed shall pay any and all attorney's fees, costs and expenses, including civil filing fees and court costs.

THIS DONE AND PASSED by the MADISONVILLE ON THE LAKE LANDOWNERS ASSOCIATION, INC., at Madisonville, Louisiana, on the day and date first above given, in the presence of the below witnesses, who hereunto sign their names with appearer and me, Notary, after reading of the whole.

WITNESSES:

MADISONVILLE ON THE LAKE LANDOWNERS ASSOCIATION, INC.

Printed Name: _____

By: _____
Steven Marcus, President

Printed Name: _____