

**DEDICATION OF SERVITUDES,  
EASEMENTS AND RESTRICTIVE COVENANTS**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**BY: SECRET COVE, L.L.C. AND DEBORAH SURGI  
WIFE OF/AND ROBERT M. HOGAN, III**

**PARISH OF ST. TAMMANY**

BE IT KNOWN, that on this 20<sup>th</sup> day of July, in the year of Our Lord, two thousand and five:

BEFORE ME, Paul J. Mayronne a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses ~~hereinafter named and~~ undersigned:

PERSONALLY CAME AND APPEARED:

**SECRET COVE, L.L.C.**, a Louisiana limited liability company organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. Tammany, represented herein by its sole Members, Deborah Surgi wife of/and Robert M. Hogan, III; hereinafter sometimes referred to as "Developer"; and

**DEBORAH SURGI WIFE OF/AND ROBERT M. HOGAN, III**, both persons of the full age of majority, who declared unto me, Notary, that they have been married but once and then to each other and that they are residents of and are domiciled in St. Tammany Parish, Louisiana and that their mailing address is 5619 Woodlawn Place, New Orleans, Louisiana 70124, hereinafter sometimes referred to as "Hogan".

**WHEREAS**, the Developer is the owner of a 97.58 acre parcel of land located in Sections 25, 35 and Headright 47, Township 5 South, Range 13 East, St. Tammany Parish, Louisiana, more fully described herein, and

**WHEREAS**, Hogan is the owner of a certain parcel of land located within the boundaries of the Property and identified as Lot 10, Bushwood Estates, St. Tammany Parish, Louisiana; and

**WHEREAS**, the Developer and Hogan is developing a residential community on the Property known as Bushwood Estates Subdivision; and

**WHEREAS**, the Developer and Hogan desires to provide for the preservation of the values and amenities in the community and for the maintenance of lighting facilities, open spaces, walkways, parks, recreational facilities, common areas, and other community facilities to be developed as a part of said residential community; and to this end desire 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 the maps and plats of surveys of John G. Cummings & Associates, Professional Land Surveyors, recorded in the official records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the property described herein and parcels hereafter added, and the subsequent owners thereof; and

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**WHEREAS**, in order for the Developer and Hogan to insure a uniform plan of development it deems desirable for the efficient operation of the 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 the Common Areas and other Community Facilities, administering and enforcing the within servitudes, privileges and restrictive covenants and collecting and disbursing the charges and assessments hereinafter created; and

**WHEREAS**, the Developer has formed or intends to form the "Bushwood Estates Property Owners Association, Inc." 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 and Hogan hereby declare 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 and Hogan, their successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its 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 described as follows, to-wit:

**A CERTAIN PIECE OR PARCEL** of ground situated in Sections 25, 35 and Headright 47 South, Township 5 South, Range 13 East, St. Tammany Parish and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

**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 BUSHWOOD ESTATES SUBDIVISION, as established in Article VIII of these Restrictive Covenants.

B) "Association" shall mean and refer to the BUSHWOOD ESTATES PROPERTY OWNERS ASSOCIATION, INC., and its successors, assigns or liquidators.

C) "Board of Directors" shall mean the Board of Directors of the BUSHWOOD ESTATES PROPERTY OWNERS ASSOCIATION, INC.

D) "Common Areas, Open Spaces and Community Facilities" or any one of the aforesaid terms shall mean and refer to all servitudes, roads or streets, parking lots, neutral ground areas, easements, parks or recreational areas, common boat launches, parking lots, real property, 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, Open Spaces and Community Facilities shall be subject to the control and authority of the Association.

E) "Developer" shall mean and refer to (i) Secret Cove, L.L.C. or its successor entity who is assigned the rights of Secret Cove, L.L.C. as the Developer; or (ii) the lender who acquires the interest of Secret Cove, L.L.C. by foreclosure or dation en paiement.

F) "Lot" shall mean parcels of land designated, on the Plat.

G) "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 Owners or Owners of Lots in the Property.

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

I) "Plat" shall mean and refer to the official final subdivision plat or plats of property for the Bushwood Estates Subdivision which is filed for record with the Clerk of Court for the Parish of St. Tammany, including property added after the date of these covenants.

J) "The Property" shall mean and refer to all or any portion of the real property described in Article 1, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.

K) "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 Community Facilities, and while residing within The Property.

L) "Streets" shall mean the streets within Bushwood Estates Subdivision, including, but not limited to, Bushwood Drive and Kokomo Lane. Ownership and fee title to said streets shall remain in the Association, its successors, assigns or transferees. Said ownership and fee title to said streets is not conveyed or transferred herein or hereby. Nothing in this act or any said plans are intended to dedicate in any manner said streets to the Parish of St. Tammany, State of Louisiana, the public in general or to public use.

M) "Subdivision" shall mean and refer to Bushwood Estates Subdivision located on the Property as shown on the plat.

N) "Subdivision Boat Launch" shall mean the boat launch constructed by the Developer or the Association on the Property within the Park area identified on the Plat.

### **Article III**

#### **OWNERSHIP OF COMMON AREAS AND CREATION OF SERVITUDES**

Section 1. Transfer Obligation of Developer. The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas, parks, common servitudes, or Streets, at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas.

Section 2. Private Streets and Predial Servitude of Passage. The development of the Property contemplates private streets within the Property. Developer does hereby confirm and establish an irrevocable, perpetual and non-exclusive predial servitude of passage over and across the Streets (the "Servient Estate") for vehicular passage and all other types of passage in favor of each of the Lots, dwellings, and/or parcels located in the Subdivision (collectively "Dominant Estate"). The predial servitude of passage shall specifically run in favor of each of the Dominant Estates and shall not be considered a personal servitude.

Section 3. Right of Control. Following the conveyance allowed in Section 1, herein, the Common Areas and Streets shall be held and maintained subject to the control of the Board of Directors. The Board of Directors has the power and authority to construct active and passive facilities upon the Common Areas, including but not limited to boat launches and swings, benches, jogging trails, servitudes, roads, walkways, utility conduits, parks and related facilities. 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 4. Common Areas. The development of The Property contemplates a front entrance with gate, common areas, and park areas within The Property. The streets within the development of the Property are also intended to be private. It shall be the liability and responsibility of the Association, utilizing dues and assessments of the Members, to maintain the foregoing subject to the ownership or use of the Association.

Section 5. Recreational 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 these Common Areas.

#### **Article IV** **ADDITIONS BY DEVELOPER**

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to The Property described in Article I without the consent of the Class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article 1.

Section 2. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication of servitudes, easements and restrictive covenants, with the Clerk of Court for St. Tammany Parish, Louisiana, which supplementary act of dedication shall extend the scheme of the within act of dedication to such annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth within the act of dedication as may be necessary to reflect the different character or use, if any of such annexed property, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of the within act of dedication.

#### **Article V** **HOMEOWNERS ASSOCIATION**

Section 1. For the purpose of controlling, regulating and maintaining the Common Area and the facilities thereon and for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in BUSHWOOD ESTATES SUBDIVISION does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 et seq.”

Section 2. Membership. The Association shall have two classes of voting membership:

A) 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 by transfer from the Developer or Hogan which is or becomes subject to this act of dedication shall be a Class A member of

the Association. Each Class A member of the Association except the owner of Lot 7 of Bushwood Estates Subdivision, shall be entitled to 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. Due to the size and area of Lot 7, the owner of said Lot shall be entitled to eight (8) votes as a Class A member of the Association.

B) There shall be One-hundred (100) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B members 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 any one of the following events:

i) on January 1, 2020; or

ii) Upon surrender of said Class B memberships by the then holders 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.

## **Article VI**

### **RIGHTS UNDER HOMEOWNERS ASSOCIATION**

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of the BUSHWOOD ESTATES PROPERTY OWNERS 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 common facilities and such right, use and enjoyment in and to the Common Areas and common facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) 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 and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association, with the consent of the Owners of fifty-one percent (51 %) of the OUTSTANDING class A and Class B memberships, to levy reasonable assessments, other than the assessments outlined in Article VII, admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests: and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Common Areas and Community Facilities, including the right to enforce various sanctions against the Owners of Lots in BUSHWOOD ESTATES SUBDIVISION, including, but not limited to, 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 in the discretion of the governing body of the Association it deems necessary and proper.

## **Article VII**

### **ASSESSMENTS**

Section 1. 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 semi-annual sum herein sometimes referred to as "assessments" equal to one-half (1/2) 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:

A) The cost of all operating expenses of the Commons Areas and Subdivision Boat Launch and services furnished, including charges by the Association for facilities and services furnished by it; and

B) The cost of necessary management and administration, including fees paid to any management agents; and

C) 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

D) The cost of fire and extended liability insurance on the Common Areas and Subdivision Boat Launch and the cost of such other insurance as the Association may effect; and

E) The cost of security guard services, mosquito spraying, garbage and trash collection and/or utilities and services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and

F) The cost of maintaining, replacing, repairing and landscaping the Streets, Common Areas and Community Facilities (including, without limitation, the cost of maintaining, replacing and repairing the streets, roadways, drainage facilities, parks, boat launches, parking lots and open areas of BUSHWOOD ESTATES SUBDIVISION and such equipment as the Board of Directors shall determine to be necessary and proper); and

G) 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 quarterly, semiannual or annual basis rather than on the semi-annual basis hereinabove 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/herself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas, Subdivision Boat Launch or other facilities by abandonment of any such facility or amenity or any Lot belonging to him/her.

Section 2. Special Assessments. In addition to the annual assessments authorized by the 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, Subdivision Boat Launch, Streets or other facilities, 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 the members representing fifty-one (51%) of both classes of the then members of the Association. 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, which notice shall set forth the purpose of the meeting.

Section 3. Sewerage System Inspection Assessment. In the event that the Parish of St. Tammany, or any other governmental regulatory body should request a fee for the inspection of the individual sewer treatment plants and/or facilities servicing the Lots within the Subdivision, 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 to agree to pay such a fee to the requesting governmental regulatory body in an amount not to exceed One Hundred Fifty and 00/100 (\$150.00) Dollars per year, or in the alternative, to pay said amount to the Association, within thirty (30) days of demand by the Association for said payment.

Section 4. Non-Payment of the 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 or 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 twelve percent (12%) 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 or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed 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 5. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 6. Annual Membership Assessment. Subject to the following sections, the initial maximum annual assessment for each of the Lots to which Class A membership is appurtenant shall not exceed the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS per annum for each Lot.

Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no Lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by-laws of the Association until three (3) months following the lapse of all of the Class B memberships as provided for in Article V of this act of dedication.

Section 7. Increase in Maximum Assessment.

A) From and after January 1, 2006, 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 equal to ten percent (10%) of the maximum annual assessment for the preceding year.

B) From and after January 1, 2006, the maximum annual assessment for all Class A memberships hereinabove provided may be increased above that established in the preceding "Section 5" by an affirmative vote of fifty one percent (51%) of the Class A and Class B members. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all of the Class A and Class B members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

Section 8. Commencement of Annual Assessment. The annual assessment for each Class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Developer or Hogan.

**Article VIII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall, dock, boat house 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 safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for BUSHWOOD ESTATES SUBDIVISION 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 hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any fighting, shades, screens, awning, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, docks, boathouses 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 combine or otherwise join two or more dwellings or to partition the same after combination, 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 plan 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 BUSHWOOD ESTATES SUBDIVISION by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. 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 3. 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 thirty (30) 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 4. 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 the 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 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 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 hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for noncompletion.

Section 5. 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.

Section 6. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Section 1.L, 1.Q, 1.S, 1.W, 1.Z, and 1.EE.

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 its 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 Associations, as the case may be.

**Article IX**  
**RESTRICTIONS FOR USE OF PROPERTY**

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber The Property, to-wit:

A) All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof

B) 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 engaging in a sales activity on a Lot commonly known as a "garage sale" is strictly prohibited.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such Pet from the Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash (except plant material) and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk material, waste, new or used building materials, or trash of any 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, and further provided that the burning of trash and construction debris from the clearing of Lots or building of a new home shall be permitted during period of new construction only to the extent doing so does not violate other laws or ordinances or become a nuisance to any Members.

E) No Junk vehicles, 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, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on trailers. 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 within the existing Lot setback lines, unless a specific variance is granted by a majority vote of the architectural control committee.

F) 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. Construction trash containers will be permitted during construction only.

G) 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 St. Tammany Parish Counsel or the St. Tammany Parish Planning Commission. No portion of any dwelling (other than the entire dwelling) shall be leased. 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 or the Developer.

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

I) 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.

J) Satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed with the approval as to size and location by the Board of Directors or the Architectural Control Committee. Clothes lines or drying yards are strictly prohibited.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L) 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 is 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.

M) 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 or Malibu Marine, L.L.C. 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.

N) No structure, planting or other material, other than driveways, 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.

O) 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.

P) 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, docks and boat houses) 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 Owner's expense. In accordance herewith, each Lot Owner shall be required to maintain and cut the right-of-way area between their Lot and the street surface and any drainage ditch or swale that adjoins the Lot. 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 VII, Section 4, hereof.

Q) In order to maintain a uniform design, all mailboxes shall be purchased by the Lot Owner at the time of first occupancy of a dwelling on any Lot. The mailbox shall be purchased directly from the Association. The cost of purchasing and installing the mailbox shall be at the expense of the Member. The cost of maintaining and replacing the mailbox shall be at the expense of the Member. The location and design of any mailbox located in the subdivision shall be approved by the Architectural Control Committee,

R) No fences may be erected and maintained on any Lot without the authorization and approval of the Architectural Control Committee.

S) All dwellings constructed on any Lot shall contain not less than (1,500) One Thousand Five Hundred square feet of heated and cooled living area.

T) The location of any house or building pad on any Lot shall be approved by the Architectural Control Committee. This approval shall include, but shall not be limited to, the location of the pad within the Lot as well as the elevation and grade of said pad.

U) Any and all construction activities proposed within the area of the Lots encumbered with the servitude in favor of the United States or the U.S. Army Corp. of Engineers shall require approval by the Architectural Control Committee. This includes, but is not limited to, any dredging, shaping, reclaiming of land, construction of boat houses, docks and/or ramps. Further, the provisions of this section shall apply even in the event the United States or the U.S. Army Corp. of Engineers should abandon the above described servitude.

V) The launching of any watercraft or vessel from the Property shall be accomplished from the Subdivision Boat Launch located within the Property. No watercraft or vessel shall be launched directly from any Lot within the Property. Furthermore, it shall be prohibited to launch a jet boat from the Subdivision Boat Launch.

W) The Subdivision Boat Launch shall be for the exclusive use of the Members, subject to Article X, Section 1, and further subject to such rules and restrictions as set by the Board of Directors or the Architectural Control Committee.

X) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the regulations of the State of Louisiana and the Parish of St. Tammany and shall conform to the base flood elevation as established by the Federal emergency Management Association.

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

- i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude or the Pearl River Navigational Canal unless the Architectural Control Committee indicates otherwise.
- ii) Each owner shall permit reasonable ingress and egress on his/her Lot by the Developer and/or Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas, and any swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.
- iii) With respect to the drainage of his/her Lot, an owner shall be required to comply with the grading, elevation and fill requirements of these restrictions, the Architectural Control Committee and the Parish of St. Tammany at the time he shall construct a residence on his Lot.

Z) No vessel or watercraft launching facilities or any similar type of device or equipment shall be installed, constructed or maintained upon any Lot.

AA) The hunting or discharge of firearms or operation of three wheel, or four wheel motorized recreational vehicles upon The Property is strictly prohibited.

BB) Any and all proposed boat houses, docks or other similar structures must receive approval from the U.S. Army Corp. of Engineers and the Architectural Control Committee before construction can begin.

CC) Building setback lines and utility servitudes are hereby established in accordance with the Plat.

DD) All driveways shall be made of a surface to be approved by the Architectural Control Committee.

EE) Individual water wells or sewage treatment systems shall be required on any Lot in accordance with the requirements of the Parish of St. Tammany and any other applicable state or federal agency which monitors such systems.

FF) Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited if it is determined by the Architectural Control Committee that such use and noise offends, disturbs or constitutes a nuisance is expressly prohibited.

GG) Developer and/or its designee may construct a model home or office within the confines of BUSHWOOD ESTATES SUBDIVISION which notwithstanding anything herein to the contrary, may during the period of new construction of homes within the subdivision:

- 1) Operate as a sales and business office for developer and/or its designee.
- 2) Maintain storage facilities for building and construction materials used for new home construction within BUSHWOOD ESTATES SUBDIVISION.
- 3) Temporary parking of equipment, tractors, trailers, and trucks will be allowed for new construction purposes as necessary for construction.
- 4) Place Promotional signs within the front yard area of the office site and any other location owned by Developer not exceeding forty (40) square feet per sign.

## Article X

Section 1. Malibu Marine, L.L.C. So long as Malibu Marine, L.L.C. shall be owned in whole or in part by Hogan or any of its interest, it shall have the right and authority to utilize the Subdivision Boat Launch, the streets within the subdivision as well as any parking lots and park or recreational space. Malibu Marine, L.L.C. shall be authorized to hold promotional and sales events on those portions of the Property set forth in this Section 1.

Section 2. Servitude of Developers' Undeveloped Parcels. It is hereby reserved in favor of the Developer and their successors and assigns as a burden upon the Property and the streets therein, a perpetual, non-exclusive right and predial servitude of passage over and across the Property and the streets (the "Servient Estate") for the vehicular passage and all other types of passage in favor of the Developer and its property located to the north and west of Bushwood Drive and Kokomo Lane (the "Dominant Estate"). This predial servitude of passage shall specifically run in favor of the Dominant Estate and in favor of the Developer, its successors and assigns.

Section 3. Duration- Amendment. 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, except as allowed in Article IV. herein. 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 (51%) of the then Members of the Association or by the Developer, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 4. 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 BUSHWOOD ESTATES 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, 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.

Section 5. 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.

Section 6. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area, Streets or Subdivision Boat Launch

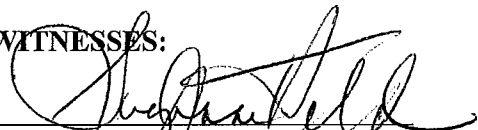
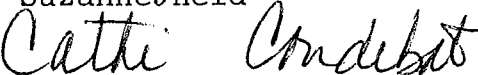
facility by any public, state, parish or municipal agency, authority, or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Areas, Subdivision Boat Launch, streets or other facilities.

Section 7. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall no way affect any provisions hereof, each of which shall remain in full force and effect.

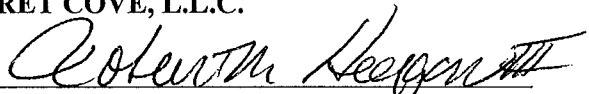
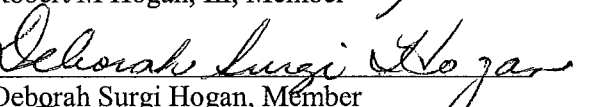
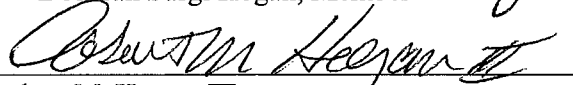
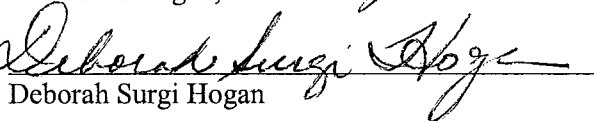
Section 8. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.


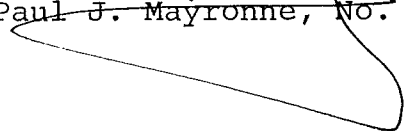
**THUS DONE AND PASSED** in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned, competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

  
Suzanne Held  
  
Cathi Candebat

SECRET COVE, L.L.C.

By:   
Robert M Hogan, III, Member  
By:   
Deborah Surgi Hogan, Member  
  
Robert M. Hogan, III  
  
Deborah Surgi Hogan

  
Notary Public  
Paul J. Mayronne, No. 25788  


# JOHN G. CUMMINGS & ASSOCIATES

*Professional Land Surveyors in Louisiana & Mississippi*

Office (985) 892-1549  
Fax (985) 892-9250

503 N. Jefferson Ave.  
Covington, La. 70433

## DESCRIPTION

Robert & Deborah Hogan

A parcel of land located in Section 26 & 35, and Headright 47, Township 5 South, Range 13 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commencing from the Northwest Corner of Headright 48, of said township and range, Thence North 89 degrees 52 minutes 52 seconds East 576.92 feet to a point on the East Side of Louisiana Highway No. 41,

Thence North 01 degree 00 minutes East 2.45 feet along the east side of said highway to a point being the **POINT OF BEGINNING**,

Thence North 01 degree 00 minutes East 60.02 feet along the east side of said highway to a point,

Thence North 89 degrees 39 minutes East 1326.89 feet to a point,

Thence North 59 degrees 20 minutes 26 seconds East 123.76 feet to a point,

Thence North 48 degrees 02 minutes 22 seconds East 98.42 feet to a point,

Thence North 35 degrees 54 minutes 32 seconds East 66.42 feet to a point,

Thence North 44 degrees 36 minutes 31 seconds East 187.14 feet to a point,

Thence North 30 degrees 59 minutes 13 seconds East 96.22 feet to a point,

Thence North 23 degrees 31 minutes 33 seconds East 312.70 feet to a point,

Thence North 39 degrees 10 minutes 33 seconds East 133.56 feet to a point,

Thence North 53 degrees 55 minutes 34 seconds East 94.87 feet to a point,

Thence North 62 degrees 23 minutes 14 seconds East 130.97 feet to a point,

Thence North 60 degrees 19 minutes 09 seconds East 388.74 feet to a point,

Thence North 27 degrees 07 minutes 19 seconds West 30.75 feet to a point,

Thence North 35 degrees 51 minutes West 47.90 feet to a point,

Thence North 55 degrees 05 minutes 14 seconds West 144.05 feet to a point,

Thence North 46 degrees 33 minutes 34 seconds West 58.83 feet to a point,

Thence North 31 degrees 31 minutes 21 seconds West 50.02 feet to a point,

Thence North 24 degrees 08 minutes West 73.49 feet to a point,

Thence North 07 degrees 57 minutes 18 seconds West 251.30 feet to a point,

Thence North 14 degrees 49 minutes 11 seconds East 53.69 feet to a point,

Thence North 31 degrees 52 minutes 12 seconds East 189.10 feet to a point,

Thence North 36 degrees 07 minutes East 231.66 feet to a point,

Thence North 28 degrees 26 minutes 54 seconds East 79.17 feet to a point,

Thence North 20 degrees 52 minutes 29 seconds East 171.03 feet to a point,

Thence run along a curve in a northerly direction having a Radius of 60.0 feet and an Arc Length of 125.66 feet to a point,

Thence North 20 degrees 52 minutes 29 seconds East 86.42 feet to a point,

Thence North 14 degrees 42 minutes 46 seconds East 52.57 feet to a point,

**EXHIBIT "A"**



Thence North 07 degrees 37 minutes 40 seconds East 48.19 feet to a point,  
Thence North 05 degrees 16 minutes East 299.59 feet to a point,  
Thence North 02 degrees 52 minutes West 183.71 feet to a point,  
Thence North 11 degrees 01 minute 52 seconds West 58.55 feet to a point,  
Thence North 17 degrees 04 minutes 52 seconds West 99.49 feet to a point,  
Thence North 24 degrees 42 minutes 27 seconds West 90.71 feet to a point,  
Thence North 38 degrees 14 minutes 50 seconds West 157.93 feet to a point,  
Thence North 30 degrees 51 minutes 20 seconds West 226.95 feet to a point,  
Thence North 33 degrees 19 minutes 31 seconds West 486.45 feet to a point,  
Thence North 24 degrees 51 minutes 44 seconds West 61.26 feet to a point,  
Thence North 04 degrees 47 minutes 25 seconds East 54.31 feet to a point,  
Thence North 16 degrees 05 minutes East 159.99 feet to a point,  
Thence North 56 degrees 22 minutes 42 seconds East 152.71 feet to a point,  
Thence North 42 degrees 18 minutes 40 seconds East 21.47 feet to a point,  
Thence North 11 degrees 18 minutes East 29.74 feet to a point,  
Thence North 02 degrees 18 minutes 17 seconds West 32.32 feet to a point,  
Thence North 06 degrees 05 minutes West 319.02 feet to a point,  
Thence North 09 degrees 51 minutes 07 seconds West 388.90 feet to a point,  
Thence North 02 degrees 43 minutes West 88.30 feet to a point,  
Thence North 69 degrees 26 minutes West 225.40 feet to a point,  
Thence North 25 degrees 40 minutes 48 seconds West 228.65 feet to a point,  
Thence North 33 degrees 48 minutes West 278.51 feet to a point,  
Thence North 09 degrees 59 minutes 47 seconds West 75.95 feet to a point,  
Thence North 67 degrees 41 minutes 48 seconds East 47.40 feet to a point,  
Thence North 33 degrees 39 minutes 27 seconds East 158.25 feet to a point,  
Thence North 60 degrees 42 minutes East 251.20 feet to a point,  
Thence North 37 degrees 19 minutes East 169.90 feet to a point,  
Thence North 54 degrees 03 minutes East 201.20 feet to a point in the center of the Pearl River Navigation Canal,  
Thence South 10 degrees 11 minutes East 484.80 feet along the center of said canal to a point,  
Thence South 10 degrees 09 minutes 54 seconds East 2499.29 feet along the center of said canal to a point,  
Thence South 10 degrees 10 minutes East 2133.26 feet along the center of said canal to a point,  
Thence South 10 degrees 11 minutes 42 seconds East 1372.46 feet along the center of said canal to a point,  
Thence South 89 degrees 52 minutes 52 seconds West 40.82 feet to a point in said canal,  
Thence North 09 degrees 00 minutes West 660.23 feet to a point in said canal,  
Thence North 06 degrees 05 minutes 07 seconds West 63.74 feet to a point in said canal,  
Thence North 21 degrees 43 minutes 47 second West 74.84 feet to a point in said canal,  
Thence North 40 degrees 34 minutes 16 seconds West 40.12 feet to a point,  
Thence North 21 degrees 02 minutes 21 seconds West 19.74 feet to a point,  
Thence South 68 degrees 57 minutes 39 seconds West 38.0 feet to a point in said canal,  
Thence South 76 degrees 16 minutes 31 seconds West 25.87 feet to a point,  
Thence South 00 degrees 56 minutes 50 seconds West 31.99 feet to a point,  
Thence South 03 degrees 17 minutes 41 seconds East 140.78 feet to a point,  
Thence South 09 degrees 43 minutes 43 seconds East 279.03 feet to a point,  
Thence South 06 degrees 07 minutes 39 seconds West 128.29 feet to a point,

Thence South 12 degrees 07 minutes 20 seconds West 140.96 feet to a point,  
Thence South 24 degrees 55 minutes West 112.20 feet to a point,  
Thence South 89 degrees 52 minutes 52 minutes West 98.0 feet to a point,  
Thence North 89 degrees 38 minutes 50 seconds West 1120.55 feet to a point,  
Thence South 89 degrees 42 minutes 38 seconds West 291.81 feet to a point,  
Thence South 89 degrees 27 minutes 11 seconds West 276.20 feet to a point,  
Thence North 88 degrees 41 minutes 23 seconds West 51.79 feet to a point,  
Thence South 89 degrees 39 minutes West 1271.49 feet to the **POINT OF BEGINNING**,  
containing 99.33 Acres.

**FIRST AMENDMENT TO  
DEDICATION OF SERVITUDES,  
EASEMENTS AND  
RESTRICTIVE COVENANTS**

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

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State hereinabove set forth, and in the presence of the undersigned competent witnesses, on this 9<sup>th</sup> day of June, 2016, personally came and appeared:

**SECRET COVE, L.L.C.**, a Louisiana limited liability company, herein represented by its duly authorized sole Members, Deborah Surgi, wife of/and Robert M. Hogan, III, its mailing address being 122 Brewster, Madisonville, Louisiana 70447 (hereinafter the "Developer").

**WITNESSETH**

**WHEREAS**, on or about July 20, 2005, Developer executed that certain document entitled "Dedication of Servitudes, Easements and Restrictive Covenants", which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1508068 (hereinafter the "Restrictive Covenants"); and

**WHEREAS**, the Restrictive Covenants currently encumber a certain parcel of property located in Sections 25, 35 and Headright 47, Township 5 South, Range 13 East, St. Tammany Parish, Louisiana, which parcel is known as Bushwood Estates Subdivision; and

**WHEREAS**, pursuant to Article X, Section 1 of the Restrictive Covenants, the Developer has unilateral right and authority to amend the Restrictive Covenants.

**NOW, THEREFORE**, the Developer hereby amends the Restrictive Covenants as follows, to-wit:

**I.  
AMENDMENTS**

1.1 Section I of Article II of the Restrictive Covenants shall be amended and restated to read as follows:

- I.) "Plat" shall mean and refer to the official final subdivision plat or plats of property for the Bushwood Estates Subdivision, which is filed of record with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, including that certain Final Subdivision Replat of Bushwood Estates, filed as Map File No. 5537 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and further including any survey or plat which adds additional property to Bushwood Estates Subdivision after the date hereof.

St. Tammany Parish 20  
Instrument #: 2024866  
Register #: 2439557 cpl  
06/10/2016 8:50:00 AM  
MB CE X NI UCC

1.2 Section 2 of Article V of the Restrictive Covenants shall be amended and restated to read as follows:

Section 2. Membership. The Association shall have two (2) classes of voting membership:

- A.) 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 by transfer from the Developer or Hogan, which is or becomes subject to this Act of Dedication shall be a Class A member of the Association. Each Class A member of the Association, except the owner of Lot 7A of Bushwood Estates Subdivision, shall be entitled to 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. Due to the size and area of Lot 7A, the owner of said Lot shall be entitled to eight (8) votes as a Class A member of the Association.
  
- B.) There shall be one hundred (100) Class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The Class B members 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 any of the following events:
  - i) On January 1, 2030, or
  - ii) Upon surrender of said Class B membership by the then holder thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all Class B memberships as provided 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.

1.3 Section 4 of Article III of the Restrictive Covenants shall be amended and restated to read as follows:

Section 4. Common Areas. The development of the Property contemplates a front entrance gate, common areas, and park areas within the Property. The streets within the development of the Property are also intended to be private. It shall be the liability and responsibility of the Association, utilizing dues and assessments of the Members, to maintain the foregoing subject to the ownership and use of the Association. Notwithstanding anything contained herein to the contrary, should any Member, his/her agents, guests, invitees, contractors or materialmen cause any damage to any of the Common Areas within the Subdivision, then

such Member shall be responsible for repairing such damage or for the entire cost and expense of such repair if performed by the Association. The foregoing obligation of each Member shall expressly include the grading and adding of rock or gravel to the streets within the Subdivision if damaged during the construction of any home within the Subdivision or otherwise. Any such charge by the Association against a Member shall be consider a Special Assessment as set forth in Article VII, Section 2 hereinafter and the Association shall have all rights provided hereunder for the collection of such Special Assessment.

1.4 Items A and B of Section 6 of Article VI of the Restrictive Covenants shall be amended and restated to read as follows:

- A.) From and after January 1, 2017, 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 equal to ten (10%) percent of the maximum annual assessment for the preceding year.
- B.) From and after January 1, 2017, the maximum annual assessment for all Class A memberships hereinabove provided may be increased above that established in the preceding Section 6(A) by an affirmative vote of fifty-one (51%) percent of the Class A and Class B members. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all of the Class A and Class B members at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of such meeting.

1.5 Item M of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

- M.) 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 or the Association, no signs or advertising devices of any character shall be erected, posted, displayed upon, in or about any Lot or dwelling situated upon the Property, provided that one (1) temporary real estate sign and one (1) temporary builder's sign, not exceeding six (6) square feet in area 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.

1.6 Item P of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows:

P.) 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 landscape areas, docks and boathouses) shall be maintained in good condition or repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Any dead tree located on a Lot shall be removed by the Lot Owner at the Lot Owner's expense. In accordance herewith, each Lot Owner shall be required to maintain and cut the right-of-way area between their Lot and the street surface and any drainage ditch or swale that is within or adjoins the Lot. In addition to the foregoing, each Lot Owner shall be required to maintain the swale or drainage servitude upon his or her respective Lot, including, without limitation, taking the necessary action to keep said drainage servitude free flowing by removing silt or other debris and vegetation which may obstruct the flow therein. 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 Articles VII, Section 3 hereof.

1.7 Item CC of Section 1 of Article IX of the Restrictive Covenants shall be amended and restate to read as follows:

CC.) Building setback lines and utility servitudes are hereby established in accordance with the Plat.

1.8 Section 1 of Article X of the Restrictive Covenants is hereby deleted in its entirety.

## II. SURVIVING PROVISIONS

In all other respects, the Restrictive Covenants, except as expressly hereby amended, shall remain in full force and effect.

*[Signatures on Following Page]*

THUS DONE AND PASSED, in Covington, Louisiana, on the date and year set forth hereinabove.

WITNESSES:

Rachel L. Miller  
Rachel L. Miller

Lindsay M. Reynolds  
Lindsay M. Reynolds

SECRET COVE, L.L.C.

By: Deborah Surgi Hogan  
DEBORAH SURGI HOGAN,  
Member

By: Robert M. Hogan, III  
ROBERT M. HOGAN, III,  
Member

Paul J. Mayronne  
PAUL J. MAYRONNE, NOTARY PUBLIC  
LOUISIANA BAR ROLL NO. 25788

**SECOND AMENDMENT TO  
DEDICATION OF SERVITUDES,  
EASEMENTS AND  
RESTRICTIVE COVENANTS**

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

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State hereinabove set forth, and in the presence of the undersigned competent witnesses, on this \_\_\_\_ day of October, 2017, personally came and appeared:

**SECRET COVE, L.L.C.**, a Louisiana limited liability company, herein represented by its duly authorized sole Members, Deborah Surgi, wife of/and Robert M. Hogan, III, its mailing address being 122 Brewster, Madisonville, Louisiana 70447 (hereinafter the “Developer”).

**WITNESSETH**

**WHEREAS**, on or about July 20, 2005, Developer executed that certain document entitled “Dedication of Servitudes, Easements and Restrictive Covenants”, which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1508068 (hereinafter the “Original Covenants”); and

**WHEREAS**, on or about June 9, 2016, Developer executed that certain First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants, which are filed as Instrument No. 2024866 (the “First Amendment”) with the Clerk of Court for the Parish of St. Tammany, State of Louisiana (the Original Covenants and the First Amendment are hereinafter referred to collectively as the “Restrictive Covenants”); and

**WHEREAS**, the Restrictive Covenants currently encumber a certain parcel of property located in Sections 25, 35 and Headright 47, Township 5 South, Range 13 East, St. Tammany Parish, Louisiana, which parcel is known as Bushwood Estates Subdivision; and

**WHEREAS**, pursuant to Article X, Section 1 of the Restrictive Covenants, the Developer has unilateral right and authority to further amend the Restrictive Covenants.

**NOW, THEREFORE**, the Developer hereby amends the Restrictive Covenants as follows, to-wit:

**I.  
AMENDMENTS**

1.1 Item E of the Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows, to-wit:

E) No junk vehicles, 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, nor (except for bona fine emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on trailers, so long as any of the foregoing are stored inside an enclosed garage and are not visible from the street. 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 within the existing Lot setback lines, unless a specific variance is granted by a majority vote of the architectural control committee.

1.2 Item K of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows, to-wit:

K) No water pipe, sewer pipe, gas pipe, drainage pipe, propane/natural gas tank, or the like, shall be installed or maintained on any Lot above the surface of the ground, except for above ground lawn hoses.

1.3 Item U of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows, to-wit:

U) Any and all construction activities proposed within the area of the Lots encumbered with the servitude in favor of the United States or the U.S. Army Corps of Engineers shall require approval by the Architectural Control Committee. This includes, but is not limited to, any dredging, shaping, reclaiming of land, construction of boat hoses, docks and/or ramps. Further, the provisions of this section shall apply even in the event the United States or the U.S. Army Corps of Engineers should abandon the above described servitude or grant a variance with regards to same. Furthermore, notwithstanding the foregoing, under no circumstances shall any construction extend more than fifteen (15') feet into the canal.

1.4 Item Y of Section 1 of Article IX of the Restrictive Covenants shall be amended to add a new sub-section iv, as follows, to-wit:

iv) The construction or installation of a bulkhead along the Pearl River Navigational Canal or otherwise upon any Lot shall be prohibited without the prior written consent of the Architectural Control Committee.

1.5 Item BB of Section 1 of Article IX of the Restrictive Covenants shall be amended and restated to read as follows, to-wit:

BB) Any and all proposed boathouses, docks, and other similar structures must receive approval from the U.S. Army Corps of Engineers and the Architectural Control Committee before construction can begin. Furthermore, any electrical work done on any boathouses, docks, or other similar structures must be performed in accordance with the following standards, to-wit:

- 1) All work shall conform to the 2017 NEC Article 555;
- 2) All work shall be performed by a Louisiana licensed electrician;
- 3) All work shall be permitted and inspected by the Parish of St.

- Tammany;
- 4) Any electrician performing work pursuant to this Item BB shall provide a certificate of approval of such work issued by the Parish of St. Tammany;
  - 5) All electrical connections and receptacle outlets must be located two (2') feet about the dock surface.
  - 6) All electrical equipment must be properly grounded;
  - 7) All branch circuits shall include a separate equipment ground conductor;
  - 8) All electrical outlets shall be GFI grounded and protected;
  - 9) Exposed wiring shall be protected by conduit per NEC;

**II.  
SURVIVING PROVISIONS**

In all other respects, the Restrictive Covenants, except as expressly hereby amended, shall remain in full force and effect.

**THUS DONE AND PASSED**, in Covington, Louisiana, on the date and year set forth hereinabove.

**WITNESSES:**

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**SECRET COVE, L.L.C.**

By: \_\_\_\_\_  
**DEBORAH SURGI HOGAN,**  
**Member**

By: \_\_\_\_\_  
**ROBERT M. HOGAN, III,**  
**Member**

\_\_\_\_\_  
**PAUL J. MAYRONNE, NOTARY PUBLIC**  
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