

**DEDICATION OF SERVITUDES,  
EASEMENTS AND RESTRICTIVE  
COVENANTS FOR PLEASANTVILLE  
MINOR SUBDIVISION**

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

**BY: PLEASANTVILLE, L.L.C.**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord, two thousand and eighteen (2018);

**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:**

**PLEASANTVILLE, LLC (TIN: \*\*-\*\*\*xxxx)**, a Louisiana limited liability company, doing business in the Parish of St. Tammany, State of Louisiana, represented herein by its duly authorized sole Members/Managers, Robert Hogan and Deborah Hogan, its mailing address being 122 Brewster Road, Madisonville, Louisiana 70447;

hereinafter sometimes referred to as ADeveloper@.

Said Developer does declare as follows:

**WHEREAS**, the Developer is the owner of approximately 20.893 acres and Lot 6-A-1, River Forest Country Club, located in Section 38, Township 6 South, Range 10 East, in St. Tammany Parish, Louisiana, more fully described herein; and

**WHEREAS**, the Developer is developing a minor subdivision, pursuant to the laws of the Parish of St. Tammany, for a single family residential development to be known as APleasantville Minor Subdivision@(may hereinafter be referred to as the "Subdivision"); and

**WHEREAS**, the Developer wishes to create a predial servitude of passage (private drive) serving as legal access for the five lots in said minor subdivision, as well as create certain restrictive covenants for the residential community; and

**NOW, THEREFORE**, the Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's 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 owner of any lot within the subdivision.

**Article I  
PLEASANTVILLE MINOR SUBDIVISION**

A. The Property subject to this act of dedication of servitudes, easements and restrictive covenants is a certain parcel of land more particularly described as follows, to-wit:

PARCEL 1:

**THAT CERTAIN PIECE OR PARCEL OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in 36, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, and being more particularly identified as Lot 6-A-1, River Forest Country Club, all as set forth on a Resubdivision Map prepared by John G. Cummings &

Associates, dated December 4, 2015, and being recorded as Map File No. 5475C with the Clerk of Court for the Parish of St. Tammany, State of Louisiana.

PARCEL 2:

A parcel of land located in Section 36, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commencing from a  $\frac{3}{4}$  inch iron pipe found at the Quarter Section Corner common to Sections 35 and 36, of said township and range,

Thence East 660.32 feet to a  $\frac{3}{4}$  inch iron pipe found,

Thence South 45 degrees 46 minutes 32 seconds East 40.93 feet to a  $\frac{1}{2}$  inch iron rod found being the **POINT OF BEGINNING**,

Thence North 83 degrees 48 minutes East 72.90 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 88 degrees 32 minutes 20 seconds East 229.83 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence South 00 degrees 45 minutes 57 seconds West 616.03 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 60 degrees 00 minutes 40 seconds East 137.46 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 45 degrees 32 minutes 56 seconds East 329.74 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence South 00 degrees 10 minutes West 640.92 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence South 00 degrees 01 minute 08 seconds West 339.62 feet to a one inch iron pipe found,

Thence South 89 degrees 52 minutes West 1021.25 feet to a 1-3/4 inch iron pipe found,

Thence North 00 degrees 18 minutes 28 seconds East 475.50 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 66 degrees 00 minutes 39 seconds East 28.06 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 01 degree 58 minutes 29 seconds East 82.63 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 49 degrees 00 minutes 25 seconds East 108.42 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 89 degrees 49 minutes 43 seconds East 246.61 feet to a  $\frac{1}{2}$  inch iron rod found,

Thence North 00 degrees 45 minutes 57 seconds East 657.07 feet to the **POINT OF BEGINNING**, containing 20.893 Acres.

The hereinabove described property is hereinafter (Parcels 1 and 2) referred to collectively as the "Property" or the ASubdivision@.

B. As long as the Developer or any of its members or managers is the fee simple owner of at least one (1) of the Lots (defined below), additional property may be annexed to The Property described in Article I(A) without the consent of the owners of the other Lots. 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(A).

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 this act of dedication.

**Article II**  
**CREATION OF SERVITUDE OF PASSAGE DRAINAGE SERVITUDES**

A. The Subdivision shall consist of five single family residential lots (each a “Lot” and collectively the “Lots”), shown as Lot 1, Lot 2, Lot 3, Lot 4, and Lot 6-A-1, River Forest Country Club, all as more fully shown on the Minor Subdivision Plat prepared by John G. Cummings & Associates, dated \_\_\_\_\_ and filed at Map File No. \_\_\_\_ with the Clerk of Court for the Parish of St. Tammany, State of Louisiana (the “Plat”).

B. Legal access to the Lots in the Subdivision shall be over and across a right of way and servitude of passage at a width measuring forty (40') feet in part and sixty (60') feet, ending in a cul-de-sac, more fully set forth on the Plat and described as follows (hereinafter referred to as the Servitude of Passage), to-wit:

A portion of Lot 6-A-1, River Forest Country Club and parcel of land located in Section 36, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commencing from a ¾ inch iron pipe found at the Quarter Section Corner common to Sections 35 and 36, of said township and range,  
Thence East 660.32 feet to a ¾ inch iron pipe found,  
Thence South 45 degrees 46 minutes 32 seconds East 40.93 feet to a ½ inch iron rod found,  
Thence North 83 degrees 48 minutes East 72.90 feet to a ½ inch iron rod found,  
Thence North 88 degrees 32 minutes 20 seconds East 469.51 feet to a ½ inch iron rod found,  
Thence South 82 degrees 42 minutes 44 seconds East 124.19 feet to a ½ inch iron rod found,  
Thence North 88 degrees 34 minutes 57 seconds East 226.26 feet to a ½ inch iron rod found being the **POINT OF BEGINNING**,

Thence North 45 degrees 32 minutes 56 seconds East 60.04 feet to a ½ inch iron rod found,  
Thence North 89 degrees 10 minutes 04 seconds East 145.20 feet to a 1-3/4 inch iron pipe found,  
Thence North 00 degrees 14 minutes 35 seconds West 199.79 feet to a ½ inch iron pipe found on the South Side of Meadowlark Drive,  
Thence North 89 degrees 13 minutes East 40.0 feet along the south side of said drive to a ½ inch iron rod found,  
Thence South 00 degrees 14 minutes 31 seconds East 239.76 feet to a ½ inch iron rod found,  
Thence South 80 degrees 22 minutes 41 seconds West 273.90 feet to a ½ inch iron rod found,  
Thence South 45 degrees 32 minutes 56 seconds West 271.95 feet to a ½ inch iron rod found,  
Thence South 00 degrees 10 minutes West 177.92 feet to a point,  
Thence South 45 degrees 32 minutes 56 seconds West 281.36 feet to a point,  
Thence South 66 degrees 00 minutes 40 seconds West 344.30 feet to a point,  
Thence South 03 degrees 10 minutes 11 seconds West 114.24 feet to a point,  
Thence run along a curve in a southeasterly direction having a Radius of 60.0 feet, an Arc Length of 314.16 feet, and a Chord of North 86 degrees 49 minutes 49 seconds West 60.0 feet to a point,  
Thence North 03 degrees 10 minutes 11 seconds East 150.89 feet to a point,  
Thence North 66 degrees 00 minutes 40 seconds East 370.12 feet to a ½ inch iron rod set,  
Thence North 45 degrees 32 minutes 56 seconds East 245.45 feet to a point,  
Thence North 00 degrees 10 minutes East 177.92 feet to a point,  
Thence North 45 degrees 32 minutes 56 seconds East 291.39 feet to a point,  
Thence North 88 degrees 34 minutes 57 seconds East 87.92 feet to the **POINT OF BEGINNING**.

C. The Servitude of Passage shall be a private (non-public) street maintained collectively by the owners of the Lots in the Subdivision, through the Homeowners Association (as defined below), and accordingly Developer does hereby confirm, create, and establish an irrevocable, perpetual and non-exclusive predial right-of-way over and across the Servitude of Passage (the AServient estate@) for vehicular and all other types of passage in favor of each of the Lots located in the Subdivision (collectively, ADominant Estate@). This Predial Servitude of Passage shall specifically run in favor of each of the Lots and shall not be considered a personal servitude.

D. Each owner of a Lot in the Subdivision shall have the right to use the Servitude of Passage, but likewise shall have the collective right and obligation, with all owners of the other Lots, to maintain the Servitude of Passage in reasonable condition to allow for the reasonable vehicular passage over the Servitude of Passage.

E. In light of the foregoing, upon purchase of a Lot in the Subdivision, said Lot owner shall be liable, both personally and also as a real right encumbering his and/or her respective Lot, for the owners Pro-Rata Share of the annual capital and/or maintenance costs necessary to construct and/or maintain the Servitude of Passage along with the cost of commercial general liability insurance relating to the Servitude of Passage; such maintenance cost shall include, but not necessarily be limited to, grass cutting, the placement of aggregate and/or limestone material on the road surface as occasion may require as well as the periodic grading of same, as well as the maintenance of the road shoulders and adjoining ditches. An owner's "Pro-Rata Share" is determined based on the number of Lots no longer owned by the Developer. For example, upon the sale of all of the Lots in the Subdivision from the Developer to a third-party, the Pro-Rata Share of each owner for the purposes of this Section E shall be 20%.

F. So long as Developer shall retain the Class B memberships as set forth in Article III below, the Developer shall determine all of the maintenance and insurance needs for the Servitude of Passage, establish the budget for same and, through the Homeowners Association, levy any annual assessment for same. After the Developer divests itself of the Class B memberships, the owners of all five of the Lots in the Subdivision, as Class A members of the Homeowners Association, shall meet, discuss and determine the maintenance needs for the Servitude of Passage for the forthcoming year, at which time they shall establish a proposed budget of cost and levy an annual assessment in connection therewith, which shall be payable by each Lot owner in the proportion of 20% to each Lot, failure of which shall give rise to the right to file a lien against said parcel if said amount is not paid within 30 days of receipt of an invoice for said annual assessment.

G. The Developer hereby creates and establishes in favor of the Homeowners Association a (i) twenty (20') foot drainage servitude around the retention pond and (ii) twenty-five (25') foot drainage servitude along the pond outfall ditch, all as located on Lot 4 and set forth on the Plat (the "Drainage Servitudes"). Notwithstanding the general maintenance obligation of these areas which is the responsibility of the owner of Lot 4 as described in Article V, Section J below, the Homeowners Association shall have the right to utilize the Drainage Servitudes to maintain positive flow and to ensure they continue to operate as designed and installed. The cost and expense of any work performed by the Homeowners Association within the Drainage Servitudes shall be borne by the owners of the Lots in the same manner as the maintenance cost of the Servitude of Passage.

### **Article III HOMEOWNERS ASSOCIATION**

A. For the purposes of controlling, regulating and maintaining the Servitude of Passage (after the Developer divests itself of the Class B memberships) and for the general use and benefit of all of the Lot owners within the Subdivision and for the enforcement of all other items contained herein, each and every owner of a Lot by accepting a Deed and purchasing a Lot or entering into a contract with regard to any Lot within the Subdivision does agree to and binds himself to be a member of and be subject to the obligations and duly enacted bylaws and rules, if any, of the Pleasantville Minor Subdivision Homeowners Association (hereinafter the "Homeowners Association"). The Homeowners Association shall be a duly formed non-profit corporation and shall be 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.

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

1. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot by transfer from the Developer or otherwise which is or becomes subject to this act of dedication shall be a Class A member of the Homeowners Association. Each Class A member of the Association 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 Homeowners Association.

2. 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 surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Homeowners Association.

Upon the 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 Homeowners Association as to each and every Lot in which the Developer holds the interest otherwise required for such Class A membership.

C. The Homeowners Association shall have all powers given to the Homeowners Association provided under Louisiana law, including, but not limited to, the right to assess its members and to lien property.

D. Unless otherwise specified in the Articles of Organization or the Bylaws of the Homeowners Association, it shall take the affirmative vote of a majority of all members (Class A and Class B) of the Homeowners Association to act.

#### **Article IV ARCHITECTURAL CONTROL COMMITTEE**

A. The Developer, so long as it retains the Class B memberships, shall serve as the Architectural Control Committee for the Subdivision. Thereafter, the Architectural Control Committee for the Subdivision shall be composed of three (3) or more natural persons designated by the Board of Directors of the Homeowners Association. The Architectural Control Committee, as established by the Board of Directors of the Homeowners Association shall serve for the length of time and at the pleasure of the Board of Directors of the Homeowners Association.. In the event the members of the Homeowners Association fail to appoint an Architectural Control Committee, then each member of the Homeowners Association shall constitute the members of the committee. The affirmative vote of the majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rules or regulations, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Each person seeking approval from the Architectural Control Committee for the construction of a home or other structure on his/her Lot shall submit two (2) sets of plans for the home or structure in question to the Architectural Control Committee prior to submitting an application to the Parish of St. Tammany for a building permit.

#### **Article V RESTRICTIONS ON USE OF PROPERTY**

The following restrictive covenants shall affect and encumber the Subdivision, to-wit:

A. Each Lot shall have only one single family residential structure, as no other form of residential, commercial, industrial, agricultural, or institutional uses are allowed, and each residential structure shall contain a minimum of 2,500 square feet of living area (heated and cooled). The single family residential structure provided for herein, shall not exceed 2 1/2 stories in height nor shall it have a private garage for more than three (3) automobiles. All two story primary structures shall have not less than 1,000 square feet of ground floor living area (heated and cooled).

B. Notwithstanding anything contained herein to the contrary, no building or structure shall be erected upon a Lot which is closer than 35 feet from the edge of the Servitude of Passage and the Cleco Power, LLC servitude, as set forth on the Plat. In addition, and subject to the foregoing,

the side setback lines will be 30 feet and the rear setback line shall be 25 feet and/or as per applicable zoning. For the purposes of this Section B, eaves, steps and open porches shall not be considered as part of the building, provided, however that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

C. No building, fence or other structure shall be erected, placed, or altered on any Lot until the construction plans and specifications and a site plan showing the location of the structure, fence or other structure have been approved by the Architectural Control Committee and the owner has received all applicable permits from all local, state and federal agencies.

D. Construction of any nature is prohibited in Subdivision and/or Parish drainage and/or street or utility easements, including the Servitude of Passage. In addition, no buildings or improvements shall be constructed, nor shall any excavation take place, within the Cleco Power, L.L.C. right of way set forth on the Plat, without the prior written approval of the Architectural Control Committee and Cleco Power, L.L.C.

E. The minimum culvert size to be used for driveways shall be as per applicable St. Tammany Parish standards. Furthermore, driveway culvert edges or end abutments will be finished with structural concrete or other approved masonry finishes to eliminate a rough earthen embankment at the culvert ends. The work shall be completed within three (3) months of occupancy of any residence on the Lots within the Subdivision.

F. The minimum finished floor elevations required for each Lot will meet the Federal Flood Zone Elevation.

G. No mobile homes will be permitted on Lots as residences.

H. No Lots will be further resubdivided without the prior approval of the Homeowners Association and the St. Tammany Parish governing authorities including the Department of Environmental Services.

I. No certificate of occupancy shall be issued before sewerage and water systems approved by the Parish of St. Tammany are installed and operable.

J. Except with regards to the Servitude of Passage, Lot owners within the Subdivision shall keep their respective Lots mowed and free of noxious weeds and shall conform in appearance so as not to detract from the overall appearance of the Subdivision. The foregoing obligation shall apply to the owner of Lot 4 as it relates to the property surrounding the retention pond and outfall ditch. As is set forth above, the Homeowners Association shall be responsible for the maintenance and upkeep of the Servitude of Passage.

K. All driveways within the Subdivision shall be at least twelve (12') feet in width and constructed of materials that compact to form a hard base.

L. All wiring to the main structure from the utility pole shall be buried from the utility pole to the main structure. No overhead wiring shall be permitted from the utility pole to any point on any Lot.

M. Exterior covering of all structures will be approved by the Architectural Control Committee. Garage doors shall not be visible from the Servitude of Passage.

N. Any water well or water, propane or other storage tank located within a Lot shall be concealed from view. Any water well and/or tank shall be located within an enclosed structure attached to the primary residence on the Lot (such as a garage) and any propane tank shall be buried.

O. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may kept provided they are not kept, bred or maintained for any commercial purposes. All animals which are permitted under this clause shall be kept under adequate fence in order that they may not cause any damage, nuisance or inconvenience to the other Lot owners within the Subdivision.

P. No boats, vehicles, campers or trailers or any kind or the parts of same shall be kept, stored, repaired or maintained on the front of any Lot or on the Servitude of Passage. All such type vehicles shall be stored behind the front plane of the main residence and shall not be visible from the Servitude of Passage.

Q. No noxious or offensive activity shall be carried out upon any Lot or within any dwelling situated within or upon any Lot nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the Subdivision or Lot owners, particularly the use of Lots as dumps or junk car storage.

R. No property owner may alter any artificial or natural drainage by way of dams, bridges, culverts or other object which would impede the flow of water through the Subdivision unless approval is first obtained from the Architectural Control Committee.

S. No property owner may dispose of any waste material or any matter whatsoever in the curbs, ditches, roads of the Subdivision or its adjacent properties. No property owner may dispose of any garbage, trash, leaves or trash of any substance whatsoever in the Subdivision.

T. Any and all mailboxes located within the Subdivision shall be approved by the Architectural Control Committee.

U. Except as required for the actual building site within a Lot, no mature trees (twelve (12") inch in diameter, breast high) shall be removed from a Lot without the prior written approval of the Architectural Control Committee. However, the owner of a Lot may remove underbrush from the Lot as well as trees which are deemed diseased or damaged by a licensed arborist.

## **Article VI** **MISCELLANEOUS**

A. Duration – Amendment. The 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 of the Lots, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the owner of any parcel 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 parcels has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the Developer along as long as it retains the Class B memberships, or (ii) after the Developer no longer retains the Class B memberships by the then owners of sixty percent (60%) of the Lots in the Subdivision, and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

B. 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 or community facility, including the Servitude of Passage, 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.

C. Future Dedication of the Servitude of Passage. Notwithstanding anything contained herein to the contrary, Developer expressly reserves the unilateral right and option to dedicate the Servitude of Passage to the Parish of St. Tammany for public use and enjoyment. The dedication of the Servitude of Passage to the Parish of St. Tammany pursuant to this Section D shall not require the consent of the owner of any Lot within the Subdivision.

D. Severability. If any clause or provision of these servitudes, privileges or restrictions is illegal, invalid or unenforceable under present or future laws, then and in that event, the illegal, invalid or unenforceable clause or provision shall be deleted and the remainder of the servitudes,

privileges and restrictions shall not be affected thereby, but shall remain in full force and effect.

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

F Venue. In the event of dispute hereunder, the parties do hereby stipulate that the 22<sup>nd</sup> Judicial District Court in and for the Parish of St. Tammany, State of Louisiana shall be the sole and exclusive venue and jurisdiction for any and all proceedings arising out of this settlement agreement.

G. Attorney=s Fees. In the event of dispute hereunder, the prevailing party in litigation shall be entitled to the recovery of reasonable attorney=s fees and costs from the non-prevailing party after final and non-appealable judgment.

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

**WITNESSES:**

**PLEASANTVILLE, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
**ROBERT HOGAN, Member/Manager**

\_\_\_\_\_

By: \_\_\_\_\_  
**DEBORAH HOGAN, Member/Manager**

\_\_\_\_\_  
**PAUL J. MAYRONNE, NOTARY PUBLIC**  
**LOUISIANA BAR ROLL NO. 25788**



**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 28<sup>th</sup> day of April, 2023, personally came and appeared:

**PLEASANTVILLE, LLC**, 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 72127 Pleasant Lane, Covington, Louisiana, 70433 (hereinafter the "Developer").

**WITNESSETH**

**WHEREAS**, on or about April 2, 2018, Developer executed that certain document entitled "Dedication of Servitudes, Easements and Restrictive Covenants for Pleasantville Minor Subdivision", which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 2104819 (hereinafter the "Restrictive Covenants"); and

**WHEREAS**, the Restrictive Covenants currently encumber a certain parcel or parcels of property located in Section 36, Township 6 South, Range 10 East, St. Tammany Parish, Louisiana, which parcel(s) is known as Pleasantville Minor Subdivision; and

**WHEREAS**, pursuant to Article IV, Section A 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 pursuant to this First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the "First Amendment") as follows, to-wit:

**I.  
AMENDMENTS**

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

E.) In light of the foregoing, upon purchase of a Lot in the Subdivision, said Lot owner shall be liable, both personally and also as a real right encumbering his and/or her respective Lot, for the owners Pro-Rata Share

St. Tammany Parish 20  
Instrmnt #: 2372690  
Registry #: 2896934 LFP  
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of the annual capital and/or maintenance costs necessary to construct and/or maintain the Servitude of Passage along with the cost of commercial general liability insurance relating to the Servitude of Passage; such maintenance cost shall include, but not necessarily be limited to, grass cutting, the patching, repair or placement of the asphalt or other material on the road surface as occasion may require, as well as the maintenance of the road shoulders and adjoining ditches. An owner's "Pro-Rata Share" is determined based on the number of Lots no longer owned by the Developer. For example, upon the sale of all of the Lots in the Subdivision from the Developer to a third-party, the Pro-Rata Share of each owner for the purposes of this Section E shall be 20%. Notwithstanding the foregoing, in the event that any Lot owner, or any of its invitees, contractors, sub-contractors, agents or affiliates, should cause any direct damage to the Servitude of Passage, separate and apart from normal wear and tear, the Lot owner shall be solely responsible for the cost and expenses associated with repairing any such damage. Upon being notified of such damage by the Developer or the Architectural Control Committee, the Lot owner in question, shall repair the damage, under the direction and with the approval of the Developer and/or the Architectural Control Committee, or remit the funds necessary for the Developer and/or the Architectural Control Committee to make the repair, all at the direction and discretion of the Developer or the Architectural Control Committee.

1.2 Section A of Article V of the Restrictive Covenants shall be amended to include the following provision:

- A.) In addition to the foregoing, each Lot may also contain a guest house or mother-in-law suite, provided same meets all requirements of the Parish of St. Tammany and receives the approval of Architectural Control Committee.

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

- J.) Except with regards to the Servitude of Passage, the sign for the Subdivision and the grass immediately around said sign, Lot owners within the Subdivision shall keep their respective Lots mowed and free of noxious weeds and shall conform in appearance so as not to detract from the overall appearance of the Subdivision. The foregoing obligation shall apply to the owner of Lot 4 as it relates to the property surrounding the retention pond and outfall ditch. Notwithstanding anything contained in the Restrictive Covenants or this First Amendment to the contrary, each Lot owner is also obligated to mow, cut and maintain the grass, up to the asphalt, within the Servitude of Passage that is adjacent to their respective Lot. As is set forth above, the Homeowners Association shall be responsible for the maintenance and upkeep of the Servitude of Passage and the Homeowners

Association shall be responsible for the maintenance and upkeep of the sign for the Subdivision and the grass immediately surrounding same. The cost of the maintenance and upkeep of the sign for the Subdivision, including the replacement thereof, and the cost to cut and maintain the grass immediately surrounding the sign, shall be included in each owner's Pro-Rata Share as referred to in Section E of Article II above.


**II.  
RATIFICATION AND CONFIRMATION**

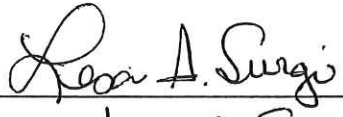
All of the other terms and conditions in the Restrictive Covenants, not in consistent with this First Amendment, shall remain in full force and effect and Developer does hereby ratify and confirm the Restrictive Covenants, as amended by this First Amendment.

*(Remainder of page intentionally left blank)*  
*(Signatures appear on the following page)*

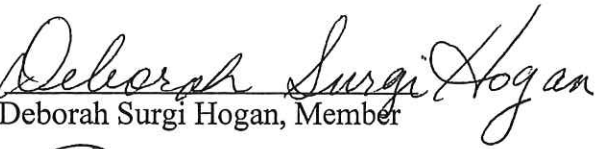
THUS DONE AND PASSED, in Covington, Louisiana, on the date and year set forth hereinabove.

**WITNESSES:**

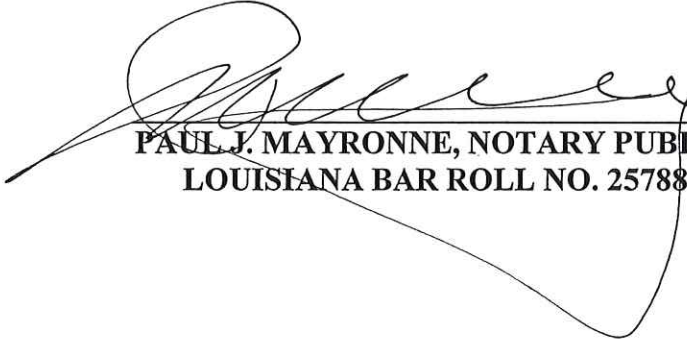
  
\_\_\_\_\_  
Print Name: M'LISS HOGAN, MD

  
\_\_\_\_\_  
Print Name: LESA A. SURGI

**PLEASANTVILLE, LLC**

By:   
\_\_\_\_\_  
Deborah Surgi Hogan, Member

By:   
\_\_\_\_\_  
Robert M. Hogan, III, Member

  
\_\_\_\_\_  
**PAUL J. MAYRONNE, NOTARY PUBLIC**  
**LOUISIANA BAR ROLL NO. 25788**