

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 4727

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: MR. SHARP

PROVIDED BY: COUNCIL ATTORNEY

INTRODUCED BY: MR. STEFANCIK

SECONDED BY: MR. CANULETTE

ON THE 2 DAY OF FEBRUARY , 2012

PLEASE SEE ATTACHED FOR COMPLETE DOCUMENT

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY TO ACCEPT THE DEDICATION OF THE STREETS AND ROADWAYS SITUATED WITHIN THE TERRA MARIAE SUBDIVISION, PHASES 1, 2A, AND 2B, ALL AS MORE PARTICULARLY IDENTIFIED HEREIN. (WARD 2, DISTRICT 2)

WHEREAS,

THE PARISH OF ST. TAMMANY HEREBY ORDAINS:

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 1 DAY OF MARCH , 2012 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: JANUARY 26 , 2012

Published Adoption: _____, 2012

Delivered to Parish President: _____, 2012 at _____

Returned to Council Clerk: _____, 2012 at _____

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 4727

ORDINANCE COUNCIL SERIES NO. 12-

COUNCIL SPONSOR MR. SHARP

PROVIDED BY COUNCIL ATTORNEY

INTRODUCED BY: MR. STEFANCIK

SECONDED BY: MR. CANULETTE

ON THE 2 DAY OF FEBRUARY, 2012

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY TO ACCEPT THE DEDICATION OF THE STREETS AND ROADWAYS SITUATED WITHIN THE TERRA MARIAE SUBDIVISION, PHASES 1, 2A, AND 2B, ALL AS MORE PARTICULARLY IDENTIFIED HEREIN. (WARD 2, DISTRICT 2)

WHEREAS, at the present time, the streets and roadways within the Terra Mariae Subdivision, Phases 1, 2A and 2B, which are designated as Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct., are vested in the Terra Mariae Homeowners' Association, Inc., (the "Association") and are for the private use of the residents/lot owners of the said subdivision. Per the attached Exhibits (1, A, B and C) the Board of Directors of the Association approved the dedication of the streets within Terra Mariae Subdivision to the Parish of St. Tammany. The developer, Military Road Land Co., L.L.C., resolved and consented to the said dedication; and

WHEREAS, to effectuate the dedication of the streets to the Parish of St. Tammany, it is necessary to amend/correct the dedication on the final subdivision plat. Accordingly, the matter of amending the plat and the dedication of the roads and streets as public is to be reviewed by the St. Tammany Parish Planning Commission and, upon the Commissions approval, an act of correction of the final plat of the Terra Mariae Subdivision is to be executed, converting the subdivision from private to public and specifying that Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct. are now public.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS, in regular session convened that:

SECTION 1. Following Planning Commission review of the proposed act of correction and public dedication, and prior to the execution of the act of dedication and donation authorized herein after, an act of correction of the final plat of the Terra Mariae Subdivision shall be executed, converting the subdivision from private to public and specifying that Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct. are now public.

SECTION 2. Upon confirmation of the Department of Engineering that the roads are in substantial compliance with Parish standards, the Office of the Parish President is authorized to execute, on behalf of St. Tammany Parish, any and all documents necessary to accept a dedication and donation of Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct.

SECTION 3. Upon execution of the aforesaid dedication and transfer, and the removal of any gates at the entrance to the Terra Mariae Subdivision, Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct. shall be included in the St. Tammany Parish maintenance system.

SECTION 4. Upon execution of the aforesaid dedication and transfer, and the removal of any gates at the entrance to the Terra Mariae Subdivision, the St. Tammany Parish Selective Road Maintenance System Inventory shall be amended to include Queen of Peace Blvd., Rue De Bac, Lourdes Lane, and Mt. Carmel Ct.

REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this ordinance shall be held to be invalid, such invalidity shall not affect any other provision herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

ORDINANCE CALENDAR NO. 4727

ORDINANCE COUNCIL SERIES NO. 12-

PAGE 2 OF 2

EFFECTIVE DATE: This Ordinance shall become effective immediately upon final adoption.

MOVED FOR ADOPTION BY _____, SECONDED BY _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS ORDINANCE WAS DECLARED ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 1 DAY OF March, 2012; AND BECOMES ORDINANCE PARISH COUNCIL SERIES NO. 12-.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published introduction _____, 2012

Published adoption _____, 2012

Delivered to Parish President _____, 2012 at _____

Returned to Council Clerk _____, 2012 at _____

ORDINANCE CALENDAR NO. 4727

Pg. 10811 Exhibit 1

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TERRA MARIAE SUBDIVISION**

**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 and competent witnesses on this 15th day of October, 2011, personally came and appeared:

MILITARY ROAD LAND CO., L.L.C., a Louisiana limited liability company organized and existing under the laws of the State of Louisiana, herein represented by Frank J. Lopiccio, III, its duly authorized sole member, with its mailing address being 73415 Military Road, Covington, Louisiana 70435 (hereinafter the "Declarant"); and

TERRA MARIAE HOMEOWNERS' ASSOCIATION, INC., a non-profit Louisiana corporation, herein represented by Arthur Seghers, President, duly authorized by virtue of the Extract of Meeting of the Members of Terra Mariae Homeowners' Association, Inc. and the Resolution of the Board of Directors of Terra Mariae Homeowners' Association, Inc., both of which are attached hereto as Exhibits "A" and "B", respectively, with its mailing address being 100 Mount Carmel Court, Covington, Louisiana 70435 (the "Association").

(The Declarant and the Association may hereinafter be referred to as the "Apparers".)

St. Tammany Parish 20
Instrmnt #: 1833108
Registry #: 2102182 cb
10/31/2011 3:29:00 PM
MB CB X MI UCC

WITNESSETH

WHEREAS, Terra Mariae Subdivision (the "Subdivision") is located in the Parish of St. Tammany, State of Louisiana, and is an age restricted residential subdivision, governed, controlled and encumbered by a Declaration of Covenants, Conditions and Restrictions of Terra Mariae Subdivision, filed as Instrument No. 1081874 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and that First Amendment thereto, filed as Instrument No. 1083201 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana (collectively the "Declaration"); and

WHEREAS, pursuant to that certain Transfer of Developer and Declarant Rights, dated September 28, 2011 and filed as Instrument No. 1828786 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, the Declarant succeeded to the rights of St. Christopher Development, L.L.C. with regards to the Declaration, and is therefore fully vested with all rights and powers of declarant pursuant to the Declaration; and

WHEREAS, pursuant to Article XIV, Section 9(C), the Declarant has the absolute and unconditional right, from time to time and at any time, to alter, amend, modify, change, revoke, rescind or cancel any and all of the covenants, conditions and/or restrictions contained in the Declaration, subject to those certain limitations set forth in Article XIV, Section 9(C); and

EXHIBIT
1

WHEREAS, pursuant to Article XIV, Section 8(A), the Declaration may also be amended by a vote of at least a majority of the Owners (as defined in the Declaration), along with the approval of the Board of Directors, subject to the limitations set forth in Article XIV, Section 8(A); and

WHEREAS, notwithstanding the Declarant's unilateral and unconditional right to amend and modify the Declaration, and out of an abundance of caution, Declarant and the Association have joined herein to remove any question as to the authority of the Appearers to effect this Second Amendment to the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Appearers do hereby contract, agree and hereby amend the Declaration in the following particulars:

**I.
AMENDMENTS**

1.1 The Declaration shall be amended generally to remove and delete any reference to the Subdivision being "gated" as it is the intent of the Appearers that the Subdivision shall not be gated.

1.2 Article I, entitled "Definitions", shall be amended to add a new Section 13 entitled "Covenants Review Committee" and to renumber previous Sections 13 through 32 as Sections 14 through 33 of Article I of the Declaration. Section 13 of Article I of the Declaration shall read as follows:

Section 13. COVENANTS REVIEW COMMITTEE shall mean the committee established by the Board of Directors of the Association pursuant to Article VII, Section 13 of the Declaration.

1.3 Section 14 of Article I (as renumbered by Section 1.2 above), entitled "Declarant", shall be amended and restated to read as follows:

Section 14. DECLARANT shall mean St. Christopher Development, L.L.C., including developers, contractors, builders or other representatives and expressly designated appointees, if any, and its successors and assigns; provided, however, that no successor and assign of the Declarant shall have any rights, powers and duties of the Declarant hereunder unless such rights, powers and duties are specifically set forth in the instrument of the succession or assignment or unless such rights, powers and duties pass by operation of law.

1.4 Section 28 of Article I (as renumbered by Section 1.2 above), entitled "Owner" shall be amended and restated to read as follows:

Section 28. OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as security for the performance of an obligation, including a Mortgage, unless and until such person or entity has acquired title to the

Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Owner shall also only refer to a single family unit. Any other family unit purporting to live or reside with an Owner, including without limitation a married couple or an adult with children, shall be considered a separate and distinct family unit and shall not be consider an Owner hereunder.

- 1.5 Section 6 of Article III, entitled "The Association", entitled "The Board of Directors", shall be amended and restated to read as follows:

All rights, duties and powers of the Association shall reside in and be exercised by the Board consisting of seven (7) members. As long as the Declarant owns Property subject to this Declaration, the Declarant shall be entitled to, but is not obligated to appoint a minimum of five (5) members to the Board. The remaining Board Members shall be elected pursuant to the provisions of the Founding Documents. The President and Treasurer of the Association shall be elected and/or appointed from the Board Members not appointed by the Declarant. The Board shall cause the Association to comply with its obligations herein. The rights, powers and duties of the Association shall be exercised or performed upon the affirmative vote of the Board and in accordance with the Founding Documents. Minutes of the meeting of the Board shall be kept in the Book of Resolutions after approval by the Board, and a copy of such shall be available for inspection by any Member during the business hours at the principal office of the Association. A copy of any Board resolution shall be entered into the Book of Resolutions. If the Declarant should choose to appoint less than five (5) members to the Board, then the remaining Members of the Board shall be elected by the Members in accordance with the procedures set forth in the Bylaws of the Association.

- 1.6 Section 12 of Article V, entitled "Declarant's Option", shall be deleted in its entirety.
- 1.7 Article VII, currently entitled "Architectural Review Committee", shall be retitled as "REVIEW COMMITTEES" with the Architectural Review Committee section being designated as Section A.
- 1.8 Article VII, now entitled "Review Committees", shall be amended to add Section B, which shall read as follows:

Section B. Covenants Review Committee

Section 1. Function

The Covenants Review Committee as established by the Board and approved by majority vote of the Owners on April 13, 2008 as a permanent body, shall have all powers, duties and functions as directed by the Board. Each member of this committee shall serve a one (1) year term, the

member's appointment shall run concurrent with the term of the then current Board.

Section 2. Powers and Duties

The Covenants Review Committee is charged with the responsibility of reviewing the existing Declaration, as may be amended from time to time, at least once each calendar year for any additions, deletions, or amendments deemed necessary to keep the Declaration effective and efficient.

The Covenants Review Committee, subject to the oversight of the Board and further subject to the authority granted to the Declarant in the Declaration, shall enforce the provisions of the Founding Documents, especially concerning qualifications for the application of membership in the Association and the eligibility for ownership in the Subdivision. This committee shall have the power to reject applications for ownership in the Subdivision and membership in the Association, based on the requirements for same as set forth in the Declaration.

The Covenants Review Committee, subject to the authority of the Board and further subject to the authority granted to the Declarant in the Declaration, is charged with the responsibility of investigating complaints and violations that do not come under the discretion or duties of the Architectural Review Committee.

Section 3. General Provisions

The Covenants Review Committee may issue cease and desist directives to any Owner, occupant or visitor who violates any provision of the Declaration. Such orders may include, but are not limited to, violating safe traffic rules, parking on grass and/or greenspaces, dumping trash on greenspaces and/or neighboring properties, walking unleashed dogs in the Subdivision, failing to keep common areas clean and orderly while walking a dog.

Any Owner(s) wishing to report a perceived violation of the Declaration may do so to any Member of the Covenants Review Committee or any Member of the Board. The report of the perceived violation must be in writing and signed by the Owner and should include such information as the date, time of day, location and, if possible, other evidence establishing the violation, such as photographic evidence.

The Covenants Review Committee shall also be responsible for investigating and evaluating each such complaint received by an Owner and recommending a course of action to the Board that will be responsible for

the resolution of any such complaint. The Board shall be free to accept or modify any action recommended by the Covenants Review Committee.

Section 4. Appeal Process

If an Owner should dispute any proposed action by the Board as a consequence of a violation of the Declaration, the Owner may appeal the Board's decision to an appeal committee that will be appointed by the Board consisting of two Board Members, two Covenants Review Committee Members and one Owner who is not a Member of the Board or Covenants Review Committee. This appeal must be lodged with the Board not less than five (5) business days following the issuance of the penalty or reprimand by the Board to the Owner. The appeal must be in writing and must set forth with specificity the Owner's disagreement with the Board's action. The appeal committee will establish a date and time for a hearing on the appeal and the appeal committee's decision shall be final. The Board shall notify the appealing Owner of the decisions of the appeal committee as soon as reasonably practical and will endeavor to provide such notice within twenty (20) days of hearing on the appeal.

Section 5. Membership Application

Perspective purchasers of new and/or existing Units in the Subdivision shall be required to submit an application to the Covenants Review Committee prior to the prospective purchaser's acquisition of the Lot and/or Unit. Such perspective purchaser must qualify to be an Owner and Member under the Declaration, including, without limitation, the age restriction provisions contained in Article II of the Declaration and/or the age restriction procedures contained in Article III of the Declaration. Such applications will be available from the Board or the Covenants Review Committee.

Section 6. Age Verification Survey

The Covenants Review Committee shall conduct a bi-annual survey of all Owners to assure that they are in compliance with the provisions of the Federal Fair Housing Act as codified in 42 U.S.C.A. Sec. 3607, and the applicable provisions of the Declaration. All information derived from the survey shall be kept in the registered office of the Association.

- 1.9 Article XI currently entitled "Private Streets, Servitude of Passage", shall be retitled as "Private/Public Streets, Servitude of Passage" and shall be restated to read as follows:

ARTICLE XI

PRIVATE/PUBLIC STREETS, SERVITUDE OF PASSAGE

All of the streets, drives, courts, and cul-de-sacs shown on the plan(s) of Subdivision fronting the Lots are and in the future may be private streets, drives, courts, and cul-de-sacs, unless dedicated to the public and/or the Parish of St. Tammany in accordance with the provisions of this Article XI. Notwithstanding anything contained in the Declaration to the contrary, the person or entity vested with fee simple ownership in the streets, drives, courts and cul-de-sacs of the Subdivision shall have the full right and authority to dedicate same to the public and/or the Parish of St. Tammany. If such dedication is made, it shall become effective and binding on the Owners upon the recordation with the Clerk of Court from the Parish of St. Tammany of the instrument effecting said dedication.

Up and until there is a dedication to the public and/or the Parish of St. Tammany of the streets, drives, courts and cul-de-sacs within the Subdivision, there is granted and established by designation in favor of each and every Lot in the Subdivision, each and every present and future Owner of a Lot in the Subdivision, his heirs and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the streets (including all drives and courts), and the street rights-of-way located in the Subdivision, as shown on the plan(s) of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude. Said servitude in favor of each Lot or grantee shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot or the grantee) and his agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said streets and sidewalks, if the latter are required, within the said street rights-of-way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Subdivision restrictions, and rules and regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his Lot over the said streets in the Subdivision. The aforesaid servitudes established in this Article shall not be subject to termination or amendment by or upon any termination or amendment to this Declaration. The servitudes hereinabove established in this Article shall encumber and include, without limitation, all of the streets, drives, courts and cul-de-sacs shown on the Plan(s) of the Subdivision filed for record in the office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana. Any person who shall cease to be a Lot Owner and Association member shall lose his servitude rights under this Article.

It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the said streets and street rights-of-way located in the Subdivision and/or shown on the Plan(s) of Subdivision, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use the said street rights-of-way and streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Declarant reserves the right for itself, its successors and assigns, to use and enjoy the said street and street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, streets and street rights-of-way.

An Owner or Occupant of a Lot and/or Unit in the Subdivision and his respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said streets and street rights-of-way and that portion of that rights-of-way on which sidewalks, if required, may have been constructed. However, the Declarant, or its successors and assigns, the Association, or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved streets and/or utilities within the Subdivision or streets, may reasonably temporarily obstruct or interfere with the said use of passage and of ingress or egress, on, over or across said streets and street rights-of-way.

In order to operate a motorized vehicle on the streets within the Subdivision, any Owner, his agents, employees, contractors, licensees, invitees and guests, shall be required to be in compliance with all laws of the State of Louisiana applicable to the operation of such motorized vehicles. This requirement includes, without limitation, that the operator of such motorized vehicle shall have a valid drivers license, and have in place valid liability insurance in amounts required by the State of Louisiana. Furthermore, any such motorized vehicles also be in compliance with all applicable laws of the State of Louisiana.

The Owner of any Lot in the Subdivision shall be responsible for insuring that its guests are in compliance with the applicable provisions of this Article XI while utilizing the streets, courts, lanes, cul-de-sacs and street rights-of-way within the Subdivision.

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- 1.10 Section 2 of Article XII, entitled Residence Buildings, in particular Section A thereof, shall be amended to delete in its entirety the following sentence:

All residential unit constructions shall have a minimum sales price of \$120,000.00.

- 1.11 Section 3 of Article XII entitled Nuisances, shall be amended and restated to read as follows:

No noxious, illegal or offensive trade or activity shall be carried on or upon any Lot and/or Unit in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the public.

- 1.12 Section 7 of Article XII entitled Temporary and Other Structures, shall be amended so as to add the following paragraph thereto, which paragraph shall be inserted as paragraph 2 in Section 7, to wit:

No permanent storage unit for the storage of gardening equipment and other supplies shall be permitted in any area of a Lot which is visible from the street upon which such Lot fronts. However, a permanent storage unit for housing gardening equipment and other supplies shall be permitted in the rear yard of any Lot, so long as said storage unit is not visible from the street upon which the Lot fronts, and further provided the said storage unit meets the following criteria:

- A. Shall not exceed 100 cubic feet; and
- B. Shall be constructed of waterproof or watertight materials.

- 1.13 Section 8 of Article XII entitled Parking, shall be amended and restated as follows:

Except as otherwise provided for hereinafter, no vehicle, including automobiles, trucks, trailers, recreation vehicles or watercraft (for the purpose of this Section 8, collectively referred to as a "Vehicle"), shall be parked on any portion of any Lot except the paved drive. Each individual Lot Owner shall provide for permanent parking of all Vehicles. No Vehicles, whether owned or used by the Lot Owner, occupant or guest shall be parked in the street.

No driveway that is visible from the street or open areas shall be used for storage of any vehicle except as specifically set forth hereinbelow. The utilization of any portion of any Lot and/or Unit for performing repair work on any such vehicle is expressly prohibited. No Vehicles, bearing advertisements shall be parked on the street, except when making a delivery.

Notwithstanding the foregoing, an Owner shall be permitted to perform routine servicing of a watercraft upon his Lot (such as provisioning, draining of the bilge, or washdown), provided such servicing does not exceed one (1) twenty-four (24) hour period prior to any planned use of the watercraft and one (1) twenty-four hour period subsequent to the use of the watercraft.

Notwithstanding the foregoing, the Owner of a Lot shall also be permitted to perform routine servicing at his residence of a recreational vehicle (such as loading, provisioning and unloading), providing such servicing does not exceed one (1) twenty-four hour period prior to commencing the planned use of the recreational vehicle and one (1) twenty-four hour period subsequent to the use of the recreational vehicle.

- 1.14 Section 9 of Article XII entitled "Signage", shall be amended to add the following sentence, which shall be inserted at the end of the existing Section 9, to wit:

The Architectural Review Committee shall approve the temporary use of any signage within the Subdivision. The person or entity granted the right to place the temporary signage shall be required to remove said signage upon the expiration of the time period approved by the Architectural Review Committee or the conclusion of the event for which the signage was approved. The aforementioned provisions shall expressly apply to the placement of "open house" signage by any Builder, realtor or the Owner of any Lot.

- 1.15 Paragraph B, of Section 10 of Article XII, entitled "Flagpoles", shall be amended to add the following provisions, to wit:

Notwithstanding the foregoing, the only exterior flag which may be approved by the Architectural Review Committee for display shall be a flag of the United States of America. The United States flag may be flown throughout the year, following proper flag etiquette, and is encouraged, particularly on special days such as Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. Garden area decorative flags and items of a seasonal nature, ie., Christmas, Easter, Halloween, etc., may also be displayed, subject to the approval of the Architectural Review Committee, but shall not exceed thirty-four (34") inches by twenty-four (24") inches.

- 1.16 Section 11, of Article XII entitled "Lighting", shall be amended to add a new Section D, which shall read as follows, to wit:

D. Decorative Yard Lighting. Decorative yard lighting shall be allowed upon a Lot, so long as the nature and placement of said lighting does not hinder grass cutting operations, in the discretion of the Architectural Review Committee. The Owner of any Lot who wishes to

install decorative yard lighting, shall first receive written approval from the Architectural Review Committee, as to the nature and proposed location of such lighting.

- 1.17 Section 14, of Article XII entitled "Animals", shall be amended and restated as follows, to wit:

No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot and/or Unit, except for dogs, cats or other common household pets (not to exceed two (2) animals per Lot and/or Unit), may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its excrement on any other Lot, street, or common area. No dogs, cats or household pets shall roam free unless they are within a fenced enclosure on the Lot and/or Unit. The Owner of any Lot who has three (3) animals on their Lot upon the effective date hereof, shall not be required to remove any such dog, cat or other common household pet in order to comply with the two (2) pet maximum established herein. However, upon the removal of any such pet from any Lot in the Subdivision, the two (2) pet maximum established in this Section 14 shall expressly apply.

II. SURVIVING PROVISIONS

In all other respects, the Declaration, except as expressly hereby amended, shall remain in full force and effect. This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Terra Mariae Subdivision shall become effective upon the execution hereof by Appearers.

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

WITNESSES:

Rachel L. Miller
Rachel L. Miller
Michelle N. Scott

Rachel L. Miller
Rachel L. Miller
Michelle N. Scott

MILITARY ROAD LAND CO., L.L.C.

By: Frank J. Lopiccio III
FRANK J. LOPICCOLO III, SOLE MEMBER

TERRA MARIAE HOMEOWNERS' ASSOCIATION, INC.

By: Arthur Seghers
ARTHUR SEGHERS, PRESIDENT

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

**EXTRACT OF THE MINUTES
OF A MEETING OF THE MEMBERS OF
TERRA MARIAE HOMEOWNERS' ASSOCIATION, INC.**

A meeting of the members of Terra Mariae Homeowners' Association, Inc. (hereinafter the "Association"), was held on July 11, 2011, in Covington, Louisiana, after due notice, with a quorum of the members present and voting. At the aforementioned meeting, the following action was taken:


I. Arthur Seghers, President of the Association, presented the membership with a document entitled the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Terra Mariae Subdivision. Mr. Seghers explained the various amendments which were being proposed to the Declaration of Covenants, Conditions and Restrictions of Terra Mariae Subdivision, filed as Instrument No. 1081874 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and that First Amendment thereto, filed as Instrument No. 1083201, with the Clerk of Court for the Parish of St. Tammany, State of Louisiana. After due discussion, a motion to approve the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Terra Mariae Subdivision was made by Anna Bienvenu, and seconded by Linda Henrie. The motion duly passed.

II. On motion by Tom Babin, and seconded by Jim Henrie, Arthur Seghers, President, was duly authorized to execute the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Terra Mariae Subdivision on behalf of the Association.


III. Mr. Seghers then described to the membership the current situation with the private streets within Terra Mariae Subdivision. He pointed out that there was a possibility that the streets within Terra Mariae Subdivision could be dedicated to the Parish of St. Tammany, wherein the Parish of St. Tammany would begin providing maintenance and upkeep of the streets. It was also discussed that in order to make this dedication to the Parish of St. Tammany, any required repair of the streets would need to be made by the Association. Motion was then made by Lance Walthall and seconded by Gayle Palermo, approving the dedication of the streets within Terra Mariae Subdivision to the Parish of St. Tammany, and further authorizing the Board of Directors of the Association to take any and all action necessary to bring the streets into compliance with the requirements of the Parish of St. Tammany in order to make said dedication. The motion duly passed.

CERTIFICATION OF SECRETARY

I, Patricia Cerminaro, Secretary of the records of Terra Mariae Homeowners' Association, Inc., do hereby certify that the above and foregoing is a true and correct copy of an extract of the minutes of a meeting of the members of Terra Mariae Homeowners' Association, Inc. held in Covington, Louisiana, on the 11th day of July, 2011, and in accordance with the Bylaws of said corporation and that the action and approvals set forth above are now in full force and effect.


Patricia Cerminaro, Secretary

ATTEST:


Arthur Seghers, President



**BOARD OF DIRECTORS RESOLUTION OF
TERRA MARIAE HOMEOWNERS' ASSOCIATION, INC.**

A meeting of the Board of Directors of the Terra Mariae Homeowners' Association, Inc. (hereinafter the "Association"), was held on the 22nd day of June, 2011, in Covington, Louisiana, after due notice, will all members present and voting. The following resolutions were adopted:

BE IT RESOLVED THAT:


The Association consents to and authorizes the Second Amendment to that certain Declaration of Covenants, Conditions and Restrictions of Terra Mariae Subdivision, filed as Instrument No. 1081874 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, and that First Amendment thereto, filed as Instrument No. 1083201 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, all in accordance with the draft thereof presented to the Board of Directors at the aforementioned meeting.

BE IT FURTHER RESOLVED THAT:


Arthur Seghers, President, be and is hereby authorized to execute on behalf of the Association the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Terra Mariae Subdivision, containing such terms and conditions as he shall deem fit and proper, so long as the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Terra Mariae Subdivision shall be generally consistent with the document presented and approved by the Board of Directors at the aforementioned meeting.

CERTIFICATION OF SECRETARY

I, Patricia Cerminaro, Secretary of the records of Terra Mariae Homeowners' Association, Inc., do hereby certify that the above and foregoing is a true and correct copy of the resolutions of the Board of Directors, duly passed at the meeting held in Covington, Louisiana, on the 22nd day of June, 2011, and in accordance with the Bylaws of said corporation and that such resolutions are now in full force and effect.


Patricia Cerminaro, Secretary

ATTEST:


Arthur Seghers, President



ORDINANCE CALENDAR NO. 4727
Exhibit "C"

UNANIMOUS WRITTEN CONSENT

THE UNDERSIGNED, being the sole member of Military Road Land Co., L.L.C. (the "Company"), hereby consents in writing to the following resolutions, which are hereby adopted by the sole member, as follows, to wit:

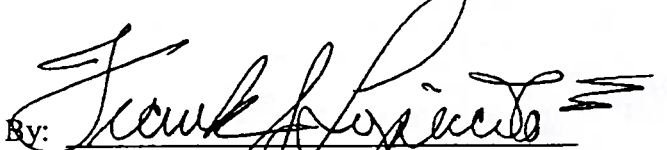
BE IT RESOLVED, that the streets, rights-of-way and drainage facilities within Terra Mariae Subdivision, located in the Parish of St. Tammany, State of Louisiana, be dedicated to the Parish of St. Tammany, and that same be requested to be accepted into the St. Tammany Parish maintenance system.

BE IT FURTHER RESOLVED, that Frank J. Lopiccoco, III, the duly authorized sole member of the Company, be authorized to execute any and all documents and take any and all action in furtherance of the foregoing and necessary, in his sole discretion, to dedicate the streets, rights-of-way and drainage facilities of Terra Mariae Subdivision, to the Parish of St. Tammany and ultimately to have same incorporated into the St. Tammany Parish maintenance system.

There being no further business to be taken by the undersigned member pursuant to this Unanimous Written Consent, the sole member has signed this action as of the date indicated below, and this action shall be filed with or otherwise entered into the minutes and appropriate records of the Company.

January 6, 2012

MILITARY ROAD LAND CO., L.L.C.

By: 
FRANK J. LOPICCOLO, III
SOLE MEMBER

