

DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR

FAIRWAY ESTATES SUBDIVISION

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, personally came and appeared:

LYNN YAO, 054-40-0479, domiciled in Jefferson Parish, whose mailing address is 2541 Cedar Lawn Drive, Marrero, LA 70072;

who after being sworn, did acknowledge that he is the managing member of Fairway Estates Development, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana and domiciled in Jefferson Parish, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, hereinafter referred to as "Declarant", who after being duly sworn, declared that:

WHEREAS, Declarant is aware of the restrictions registered in the Parish of Orleans Conveyance Office in COB 969, folio 310. WHEREAS, it is the intent of the Developer as owner of 100% of lots of record in Fairway Estates Subdivision to amend the prior covenants and restrictions to the covenants and restrictions contained in this Act. If any covenant or restriction enumerated below is determined to be unenforceable according to its terms, all other covenants and restrictions shall remain in effect.

WHEREAS, Declarant is the owner of the real property known as Fairway Estates Subdivision, described in Article II of this Declaration and desires to create thereon a gated residential community with guardhouse, and other areas for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the said efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, Fairway Estates Homeowners Association, Inc., for the purposes of exercising the functions aforesaid:

NOW THEREFORE, the Declarant hereby declares that all of the property described shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of the properties.

## ARTICLE I

### DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Association": Shall mean and refer to the Fairway Estates Homeowners Association
- 1.2 "The Properties": Shall mean and refer to lots 1 through 88 in Fairway Estates Subdivision, Third District, City of New Orleans.
- 1.3 "Common Properties": Shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. Included as Common Properties are any community servitudes on City of New Orleans property, which are to be maintained by the Association.
- 1.4 "Lot": Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- 1.5 "Owner": Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.6 "Member": Shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof.
- 1.7 "By Laws": The By Laws of Fairway Estates Homeowners Association, Inc., as they may be amended.
- 1.8 "Annual Assessments": Assessments levied for the exclusive use for the maintenance of the common areas, promoting the recreation, health and safety and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.
- 1.9 "Special Assessments": Assessments applicable for a given year for the purpose of defraying the cost of reconstruction or unexpected repairs or replacement.
- 1.10 "Specific Assessments": Are costs incurred in bringing a said Lot into compliance with the terms of this Declaration.
- 1.11 "Class "B" Control Period": Shall be the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.
- 1.12 "Declarant": , a Louisiana L.L.C., or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.
- 1.13 "Master Plan": The land use plan for the development of Fairway Estates Subdivision prepared by Dading, Marques and Associates and approved by Orleans Parish, Louisiana, as it may be amended from time to time, which plan includes the property described on Exhibit "A".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THEREOF

2.1 Existing Property. The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orleans Parish, State of Louisiana, and is known as Fairway Estates Subvision, comprised of Lots 1 through 88, located in the THIRD DISTRICT of the City of New Orleans designated on the plat of said subdivision dated \_\_\_\_\_, and approved under Ordinance No: \_\_\_\_\_ of the Records of Orleans Parish, shown as Exhibit "A" of the Master Plan.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Fairway Estates Homeowners Association, Inc., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and all such co-owners shall be jointly, severally and in solido obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

Class "A". Members shall be all Owners except the Class "B" Member. Class "A" Members shall have one equal vote for each Lot in which they hold interest required for membership in Section 3.1; provided, there shall be only one vote per Lot and shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class "B". The sole Class "B" Member shall be the Developer, Fairway Estates Development L.L.C.. The rights of the Class "B" Member, includes the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles of Incorporation. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period.

The Class "B" membership shall terminate upon the earlier of:

- (1) the sale or conveyance of ninety percent (90%) of the lots in the subdivision
- (2) two years after expiration of the Class "B" Control Period pursuant to the By-Laws; or
- (3) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

## ARTICLE IV.

### COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessment. The Developer for each Lot owned by him within the Properties after Class "B" control period hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association; (1) annual assessments of charges; (2) special assessments for capital-improvements, (3) specific assessments for bringing any Lot in compliance of this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

The streets of Fairway Estates Subdivision will be dedicated "Private". Hence, the Fairway Estates Homeowners Association will be responsible for the maintenance of proposed private streets and the lighting of proposed private streets. In addition thereof access to all Lots and the streets within Fairway Estates Subdivision shall be controlled by a combination of electronically controlled gate system and security building at the entrance to the development. It is hereby expressed that the assessments levied by the Association shall include the maintenance of the streets, street lighting, sewerage, and drainage. The assessments levied by the Association may include the salaries for proposed guards.

4.3 Basis and Present Annual Assessment. An annual assessment fee will be required of each Class "A" Lot Owner. Fairway Estates Development L.L.C. will determine the assessment amount during the Class "B" control period; thereafter, the Fairway Estates Homeowners Association will determine the assessment amount.

4.4 Declarant's Obligation for Assessments: During the Class "B" Control period, Declarant will pay the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the physical year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold Lots in the same manner as any other owner.

The board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, may propose the actual assessment for any year at an increased or decreased amount.



4.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in an assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and set forth the purpose of the meeting.

4.6 Change in Basis Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Basis Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses.

4.7 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of June, and will be fixed by the Board of Directors of the Association to be the date of commencement.

4.8 Duties of the Board of Directors. Once the Annual Budget has been prepared as per 4.6, above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9 Effect of Non-Payment of Assessments. The personal obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in 4.8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid in thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with cost of the action.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of

any such subsequent assessment.

4.11 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing any said Lot into compliance with the terms of this Declaration;

(b) provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, pursuant to the By-Laws, before levying any Specific Assessment.

## ARTICLE V

### SECURITY AND INDEMNIFICATION AND INSURANCE

5.1 Security. The Association may, but shall not be obligated to maintain or support certain activities within the Properties to make the Properties safer than otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and

Committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.2 Indemnification. The Association shall indemnify, hold harmless, and defend every reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Association, nor was such conduct unlawful.

The officers and directors past and present shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee member from any and all liability to others on account of any such contract, commitment or action.

5.3 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assumed responsibility for maintenance, repair or replacement in event of casualty. All policies shall have sufficient

limits to cover replacement costs of the insured improvements.

(b) Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage.

5.4 Annual Review. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.

5.5 Premiums. Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses and shall be included in the Annual Base Assessment.

## ARTICLE VI

### Fairway Estates Subdivision DESIGN AND CONSTRUCTION

#### PROCEDURE FOR SUBMITTAL

6.1 General. The Design and Construction Guideline and procedures, hereinafter referred to as Design Guidelines, shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide property owners, architects, and contractors, with a set of parameters for the preparation of their plans and specification, submittal procedures for review within and approval of plans and construction procedures. All new construction or improvements to properties within the subdivision shall be reviewed and approved prior to obtaining a Building Permit from Orleans Parish, or any actual work taking place on the property.

6.2 Architectural Review Committee. Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by an Architectural Review Committee, hereinafter referred to as ARC. The ARC shall have (3) members, appointed by Fairway Estates Development L.L.C., and need not be members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals, whose compensation for review services, if any, shall be established from time to time by the Board. The members of the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or expenses of others, including but not limited to Attorney's fees, which may arise as a result of the administration of the Design Guidelines. The ARC may make exceptions to the Design Guidelines on an individual Lot or Lots, and only with the consent of the Fairway Estates Development L.L.C.

6.3 Requirements and Process for Review. Each applicant shall be required to complete and submit an "Application for Review" form (see attached), to be furnished by the ARC, which shall contain basic information for the review process, together with (2) complete sets of plans and specifications, and a check in the amount of \$150.00, to defray the expenses of the ARC, in processing the application. Excessive re-submission of the application, as may be required for approval, may result in an additional processing fee of \$100.00

6.4 Submittal of Plans. The Application, with attachments, shall be submitted to the offices of Fairway Estates Development L.L.C., 9820 Lake Forrest Blvd., Suite I, New Orleans, La. between the hours of 9:00 A.M. and 4:45 P.M., Monday through Friday, One copy of the plans and specifications submitted shall be retained in the records of the



ARC, and the other copy shall be returned to the Applicant marked "Approved", "Approved as noted", or "Disapproved".

The Plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size materials and location of all proposed structures and improvements to the property.

6.5 Requirements. The plans and specifications shall include the following:

(1) Site Plan. A Site Plan, with minimum scale of 1"=20'-0", the location of the proposed residential structure and other structures. Setback lines, retaining wall, fences, pools, patios, driveways, landscaping and irrigation systems, drainage and any other proposed, exterior improvements shall be clearly indicated.

(3) Floor Plan. The Floor Plan(s), with a minimum scale of 1/4"=1'-0", indicating decks, patios, stoops, retaining walls related to the dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. In case of the dwelling with multiple floors of levels, the Floor Plan shall indicate those areas which are open to the Second Floor or interior roof lined.

(4) Exterior Plan. The Front, Rear, and Side Exterior Elevations indicating building materials, finishes, openings such as doors and windows, and indicating the maximum height of the dwelling.

(5) Roof Plan. The Roof Plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other proposed items such as gutters and downpipe locations.

(6) Miscellaneous. The exterior color scheme, lighting scheme and other details affecting the exterior appearance of the proposed dwelling and other structures. Submittal for review of these details may be temporarily deferred, but must be reviewed and approved not later than completion of the framing of the dwelling and/or other structures and improvements. Landscaping plans shall be submitted and approved prior to installation of landscaping.

6.6 Time for Approval. Each application shall be date recorded and received by Fairway Estates Development, L.L.C., and shall be reviewed and approved or disapproved with written indications of required modifications within (10) calendar days from the date of receipt by the by Fairway Estates Development, L.L.C. In the event of disapproval and resubmission, the by Fairway Estates Development, L.L.C., shall require an additional (10) calendar days, from the date each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding or adjacent structures, typography, and finish grade elevation, among other issues. The review of the ARC may be based on purely aesthetic considerations.

6.7 Variances. Variances may be considered when circumstances such as topography, natural obstructions, hardship, aesthetic or any unique circumstance exist. Request for variances must be in writing and state the reason for and the variance requested, with the owners name, address and/or Lot number. Any request for variance shall cause the ten (10) day review period to run anew from the date of the variance request. The ARC shall have sole authority to approve or reject any request for variance and the decision of the ARC is final.

6.8 Right to Enter and Inspect. Following approval of any application, plans and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any Lot, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the even the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any



work on place which does not comply with approved plans and specifications.

6.9 Limitation of Liability. The approval of plans, specifications and the Design Guidelines shall not be construed as representing or implying that such plans, specifications, or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Fairway Estates Development L.L.C., the Fairway Estates Homeowners Association L.L.C., or the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be construed in compliance with any and all applicable State, Parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

## ARTICLE VII

### DESIGN AND CONSTRUCTION GUIDELINES

7.1 General. The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each lot and the construction of the residential dwelling and other structures and improvements. As each perspective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:

7.2 Restrictions of Use of Lots. Each Lot, or combination of Lots, shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) dwelling shall be located on any Lot, or combination of Lots. The use of a portion of a dwelling as an office by an owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a dwelling or portion thereof for business meetings, entertainment, or the enjoyment or business of the owner's employees, trustees, agents, clients, or customers shall not be considered a violation of this covenant if such use does not create regular customer, client or employee traffic.

7.3 Minimum Area Requirement. The minimum area requirements for residential structures shall be two thousand one hundred (2,100) square feet of living area for a single-story residence and two thousand five hundred (2,500) square feet of living area for a two-story residence with a minimum of one thousand five hundred (1,500) square feet required at the first floor level. The determination of "living area" shall exclude open porches, screened porches, porches, porches with removable storm windows, breeze ways, patios, exterior or unfurnished storage or utility areas and garages. All residential structures shall be limited to thirty five (35) feet in height, measured from the first floor finish elevation to the highest peak or ridge of the roof, or two and one-half stories high. The minimum first floor ceiling height shall not be less than nine (9) feet in height, measured from finished floor to finished ceiling. All residences must contain at least a two car garage, attached or detached.

7.4 Site Setbacks. Building setbacks shall be required with a minimum of twenty (25) feet for the dwelling or other structures from the front property line, using projected property lines on cul-de-sac lots and a minimum of five (5) feet for the dwelling or other structures from the side property lines. The rear setback requirement for the dwelling (living area) shall be twenty four (24) feet or as required by the applicable Orleans Parish

Zoning Ordinance. If the rear of any lot adjoins the Golf Course, however, no building, dwelling or part thereof shall be nearer than ten (10) feet to said rear lot line.

7.5 Landscaping. Landscape plans for all new, proposed plant materials, walkways and other site features shall be reviewed for approval and shall include a minimum of three (3) 4" diameter, new shade trees, indigenous to the area, to be installed with landscaping.

7.6 Fences. No fence, wall, or plant material which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Further, the foliage line of all trees within such distance(s) of such intersection shall be maintained at a sufficient height to prevent obstruction of such sight lines.

Fences shall conform to the architectural style of the dwelling. No hurricane, page fencing, prefab wood, prefab brick or split rail fencing shall be allowed. Fences shall not exceed six (6) feet in height. No fence shall be erected in front of the front building line. All fencing must be approved by the Architectural Review Committee (A.R.C.)

All fences around the perimeter of the subdivision, including the Golf Course will be maintained by the Fairway Estates Homeowners Association. No gaps or gates of any nature along the subdivision's perimeter are permitted. Lot owners along the subdivision's perimeter grant unto the Fairway Estates Homeowner's Association a servitude of five feet (5') along the rear of lots for maintenance or repair of said fence.

7.7 Detached Structures. Gazebos and other detached or outlying structures shall be built with the same quality materials and construction of the dwelling and are preferred to be located at the rear portion of the lot. No metal building shall be allowed.

Garages, porticos, and porte' cocheres shall be attached, enclosed and integral with the main structure of the dwelling except for detached garages located at the rear of the lot. Flat roofs and carports shall not be allowed. Metal carports and patios are strictly prohibited. Canvas covering may be permitted with written approval of the A.R.C.

7.8 Driveways. Driveways or other areas on the lot used for vehicular traffic shall be paved concrete, or similar, approved hard-paved surface, extending from the edge of the street, continuously to the edge of the garage. Off-street parking shall be provided for a minimum of four (4) vehicles, including garage parking. No boats, recreational vehicles, campers or trailers of any kind shall be kept on the street. All such items shall not be visible from the street and shall be kept in an enclosed garage, or screened by approved fencing or landscaping. Permanent parking on the street is prohibited.

There will be no sidewalks throughout the subdivision. Walkways to the front entrance will be permitted. All walkways shall be paved concrete, brick, or similar, approved hard-paved surface.

7.9 Drainage. Drainage swales on any side of the lot shall be maintained with good sodding and mowed as part of the ordinary yard. Lots shall be graded up from the street side(s) to the rear of the lot at a 1% grade, one(1) foot vertical rise in one hundred (100) feet horizontally. Lots shall not drain on adjacent lots.

7.10 Utilities. Utilities shall be placed underground from the service connection to the dwelling or other structure, in accordance with utility company requirements, no aerial lines shall be allowed.

7.11 Outside Fixtures. Air conditioner units, fuel tanks, wood piles for fireplaces, satellite dishes, antennas, dog runs, clothes lines, utility meters, detached greenhouses

and trash or garbage storage areas, etc., when permitted, shall be screened from view from the street architecturally or by appropriate landscaping.

7.12 Swimming Pools. Swimming pools shall be permitted in the rear or side yards only; provided however, that each such pool, or the lot(s) on which such pool will be located is entirely surrounded by a six (6) foot high approved fence. Further, no part of the completed installation, excluding decks, shall be constructed nearer than ten (10) feet to either side lot line; nearer than forty (40) feet to the front lot line; or nearer than ten (10) feet to the rear lot line. The finished topside or surface deck shall not be constructed higher than the first floor finish elevation of the dwelling and all equipment, pumps and piping shall not be placed or maintained higher than (5) feet above site grade and shall be appropriately screened with approved landscaping or fencing. Above ground swimming pools shall not be allowed.

7.13 Dwelling. Traditional, Southern style, architectural design aesthetics are preferred to maintain the desired character of the development. Designs shall be compatible with existing neighborhood or subdivision residences.

Screen or storm doors shall not be allowed at the front elevation

Brick and smooth stucco exterior finishes are preferred. Siding shall be permitted as an accent element provided the color is compatible with brick and stucco. The use of siding as an exterior finish is discouraged, however, the use of siding shall be considered provided that it is used only for eaves or other accent purposes, and that the color of the siding and the building is sensitive to the general appearance of the neighborhood or subdivision. Exterior materials shall begin and terminate at logical points, arbitrary breaks in finishes should be avoided.

Color selections shall be compatible with the general appearance of the neighborhood and other colors on the dwelling. Bright contrasting colors shall not be permitted unless compatibility with the existing neighborhood can be clearly demonstrated. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation on the property.

Window units for heating, ventilating or air conditioning are prohibited.

7.14 Roofs. The massing and proportions of the building elements should be logical, with the roof design reflecting the configuration of interior spaces. The roof shall not be continuous from a one-story portion in the front of the dwelling to a two-story portion in the rear of the dwelling. Two-story portions of the dwelling should read as distinct elements from the one-story portions. Gutters and downpipes on all eaves are recommended:

The minimum pitch of the roof shall not be less than eight inches (8") vertical for each twelve inches (12") horizontally. Hipped and gable roofs are preferred. Single slope roofs shall be considered should they be shown to be compatible to other adjacent neighborhood or subdivision dwellings.

Skylights, flues, chimneys and solar collectors shall be located on the rear of the dwelling only. All flues for fireplaces shall be enclosed with materials which relate to the primary exterior finishes used on the dwelling.

All gutters and downpipes shall have color finish compatible with exterior finishes. Contrasting accent colors shall not be permitted.

Any use of metal roofing must be reviewed and approved by the ARC. Medium or dark grey or earth tones are recommended for roof shingle colors. Roof shingles for any structure shall be of a dimensional style and type (260 pound or greater weight fiberglass), ordinary seal-tab roofing materials shall not be allowed. Roof shingles are to be of fungus-resistant materials.



7.15 Garages. Garages designed as part of the front elevation of the dwelling shall be set forward no more than four (4) feet from the primary front elevation of the dwelling. Garage doors facing the street shall be single bay doors (10'-0" wide maximum). A multiple bay, attached garage on the front elevation, or within forty (40) feet of the front property line, shall require separate doors for each bay. The color selected for garage doors shall blend with adjacent exterior finishes.

7.16 Mailboxes. Consistent with the compatibility of the subdivision there will be one design of mailboxes throughout the subdivision. The ARC will choose and approve the design of the mailbox.

## ARTICLE VIII CONSTRUCTION REGULATIONS

8.1 General. The Fairway Estates Development L.L.C., shall apply these construction regulations to all property owners, General Contractors, Builders, Sub-Contractors and other service personnel while in the Fairway Estates Subdivision. The builders, contractors and service personnel shall familiarize themselves and comply with these regulations. The Fairway Estates Development L.L.C. shall enforce these regulations and notification of violation shall be sent to the Owner of the lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have five (5) working days to correct the situation or the Fairway Estates Development L.L.C. and/or the Fairway Estates Homeowners Association, L.L.C. may take the necessary action to correct the violation. These actions may include charging the property owner for the correction done; by withholding ARC review or approval until such violations are corrected; or, in certain cases, denying entry to contractors or personnel thereby preventing work within the subdivision.

Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid for by the lot owner who caused the damage, and the lot owner shall have the right of action against the contractor.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

8.2 Construction Time. Construction must be substantially complete for occupancy by the Owner within one (1) year of the start date of the construction. Construction activities that may disturb adjacent property owners shall be limited to the hours of 6:00 A.M. to 6:00 P.M., Monday through Friday and 7:00 A.M. to 4:00 P.M. on Saturdays and Sundays. Sunday construction is discouraged.

8.3 Licenses. General Contractors and Builders shall be required to be licensed in the State of Louisiana and in Orleans Parish. All Sub-Contractors shall be licensed by the State of Louisiana and Orleans Parish for their respective trades.

8.4 Trash Handling. Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the lot or dwelling. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by the Fairway Estates Homeowners Association L.L.C., to clean up the site within three (3) working days. If after the 3-day period the site has not been cleaned, the Fairway Estates Homeowners Association L.L.C. shall remove the debris and charge the property owner accordingly.



8.5 Erosion Control. Mud/silt/debris-free street and proper erosion control are the responsibility of the GCB. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris. Elimination of vehicles tracking mud throughout the subdivision shall be controlled by the GCB. This regulation will be strictly enforced.

8.6 Facilities. Each GCB shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the GCB and shall be located out of the right of way, and sanitized at least weekly. The GCB shall provide adequate facilities for workers on each individual site.

If any telephone, cable TV, electrical, water, or other utility lines are cut or damaged, it is the responsible party's obligation to report such an accident within (30) minutes to the utility company and the Parish authorities.

8.7 Vehicles. The GCB, Sub-Contractors and other service personnel shall make every effort to limit parking to the street front of the construction site or on the site itself. The GCB, Sub-Contractors, and suppliers shall avoid blockage of the street and limit the duration of any necessary blockage to a minimum. No vehicles(cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. this regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the GCB or operator to provide clean-up. Clean-up performed by Fairway Estates Homeowners Association L.L.C. shall be charged to the property owner of GCB. Report any spills as soon as possible.

The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles. This limit must be obeyed.

8.8 Business Signs. Business signs or other forms of advertisement are not permitted.

Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid for by the GCB.

If any telephone, cable TV, electrical, water, or other utility lines are cut or damaged, it is the responsible party's obligation to report such an accident within thirty (30) minutes to the utility company and the Parish authorities.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

## ARTICLE IX

### GENERAL RESTRICTIONS

9.1 Excavation. No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth.

9.2 Water and Sewerage. No private water wells may be drilled, installed or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

9.3 Commercial Farming. No commercial farming, fishing, gardening or the raising of

animals for commercial purposes shall be allowed. Ordinary household pets shall be allowed, however. Pets shall be under leash at all times when walked or exercised in areas other than the owners lot.

9.4 Signs. Except for entrance sign, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by Fairway Estates Development L.L.C., no signs or advertising of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situated on the property.

Only the Fairway Estates Development L.L.C. are allowed to post For Sale or promotional signs. Lot owners and home owners are strictly prohibited from posting For Sale signs, either by owner or their perspective Realtor.

9.5 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any lot or on any common areas within the subdivision, at any time.

9.6 Noxious Activities. No noxious or offensive activity shall be carried on upon any lot or within any dwelling which may become an annoyance or nuisance to the neighborhood.

9.7 Basketball Goals. No basketball goal of any nature may be mounted to the garage or dwelling where it is visible from the street.

## ARTICLE X

### GENERAL PROVISIONS

10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Fairway Estates Homeowners Association L.L.C., or the owner(s) of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty-

five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

10.1A Declarant's right to Amend, Change, Modify the Covenants and Restrictions of Fairway Estates Subdivision. Declarant specifically retains the right to Amend, Change, or Modify this declaration of covenants and restrictions at any time during the Class "B" control Period.

10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Fairway Estates Homeowners Association at the time of mailing.

10.3 Enforcement. Either the Fairway Estates Homeowners Association, through its Board of Directors, or any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either or restrain violation or to recover damages, and against the land to enforce any covenant of restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter.

10.4 Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in force and effect.

THUS DONE, READ AND SIGNED before me, Notary Public, on this  
21 day of FEBRUARY, 1994, in Harvey, Louisiana.  
2000

WITNESSES:

Fairway Estates Development L.L.C

Kelly G. [Signature]

By: [Signature]  
Lynn Yao, ~~PRESIDENT~~  
MANAGING MEMBER

[Signature]

[Signature]  
NOTARY PUBLIC

DERYLE A. BOURGEOIS  
NOTARY PUBLIC  
JEFFERSON PARISH, LA  
MY COMMISSION EXPIRES AT DEATH

**AMENDMENT #1  
OF  
DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
FAIRWAY ESTATES SUBDIVISION**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, personally came and appeared:

**FAIRWAY ESTATES DEVELOPMENT L.L.C.**

A Limited Liability Company domiciled in Jefferson Parish, represented herein by Lynn Yao it's managing member, who after being duly sworn, declared that whereas Fairway Estates Development L.L.C. has filed "Declaration of Covenants and Restrictions for FAIRWAY ESTATES SUBDIVISION" in Instrument No. 193705, Conveyance Office, Parish of Orleans, and they now wish to amend Article II – 2.1 Existing Property, Article V – 5.2 Indemnification and Article VII – 7.4 Site Setbacks, Exhibit "A" and Fairway Estates Homeowner's Association, Inc. amendment of name.

**ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THEREOF subsection 2.1 Existing Property.**

The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orleans Parish, State of Louisiana, and is known as Fairway Estates Subdivision, comprised of Lots 1 through 30 and 32 through 45, Square A, Lots 46 through 59, Square B, Lots 60 through 73, Square D, and Lots 74 through 88, Square C, Section 26, Lakratt Tract, Third District, City of New Orleans designated on that plat of said subdivision dated July 23, 1998, and approved under Subdivision Docket No.: 91/98 of the Records of Orleans Parish, shown as Exhibit "A" of the Master Plan.

**ARTICLE V SECURITY AND INDEMNIFICATION AND INSURANCE subsection 5.2 Indemnification.**

The Association shall indemnify, hold harmless, and defend every officer, director and committee member against all damages and expenses, including counsel fees reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which they have liability under the Louisiana Law of L.L.C.'s.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in or not opposes to the best interest of the Association, nor reasonably such conduct to be unlawful.

The officers and directors past and present shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee member from any and all liability to others on account of any such contract, commitment or action.



**ARTICLE VII DESIGN & CONSTRUCTION GUIDELINES subsection 7.4 Site Setbacks**

Building setbacks shall be required with a minimum of twenty-five (25) feet for the dwelling or other structures from the front property line, using projected property lines on cul-de-sac lots. A total of fifteen (15) feet for side yard is required with a minimum of five (5) feet on one side for the dwelling or other structures from the side property lines. The rear setback requirements for the dwelling (living area) shall be twenty-four (24) feet or as required by the applicable Orleans Parish Zoning Ordinance. If the rear of any lot adjoins the Golf Course, however, no building, dwelling or part thereof shall be nearer than ten (10) feet to said rear lot line.

**EXHIBIT "A" of the Master Plan.**

Whereby exhibit "A" of the Master Plan was inadvertently omitted the attached exhibit "A" is to be attached to and made part of said Declaration of Covenants and Restrictions for Fairway Estates Subdivision.

**WHEREBY FAIRWAY ESTATES HOMEOWNERS ASSOCIATION AND FAIRWAY ESTATES HOMEOWNERS ASSOCIATION, L.L.C. IS REFERRED TO THROUGH THIS DOUCMENT IT IS HEREBY AMENDED TO READ "FAIRWAY ESTATES HOMEOWNER'S ASSOCIATION, INC.**

THUS DONE, READ AND SIGNED, before me, Notary Public, on this second day of May, 2000, in Harvey, Louisiana.

**WITNESSES:**

*Sandra B. Jumper*  
*Paige Grenillion*

**FAIRWAY ESTATES DEVELOPMENT L.L.C.**

By: *[Signature]*

**LYNN YAO**

GEORGE S. RUPPENICKER  
**NOTARY PUBLIC**

DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
FAIRWAY ESTATES SUBDIVISION

EXHIBIT "A"

EXHIBIT "A" of the MASTER PLAN TO BE ATTACHED TO AND MADE PART OF  
AMENDMENT #1 OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
FAIRWAY ESTATES SUBDIVISION.

Lots 1 through 30 and 32 through 45, Square A, Lots 46 through 59, Square B, Lots 60  
through 73, Square D, and Lots 74 through 88, Square C, Section 26, Lakratt Tract,  
Third District, City of New Orleans.

CORRECTION/AMENDMENT  
OF  
DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
FAIRWAY ESTATES SUBDIVISION

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this 28<sup>th</sup> day of October, 2003, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence or undersigned competent witnesses, personally came and appeared:

FAIRWAY ESTATES HOMEOWNERS ASSOCIATIONS, INC., a Louisiana non-profit corporation, 11409 North Saint Andrews Circle, New Orleans, Louisiana 70128, represented by its undersigned President and Secretary,

who declare that they are duly authorized hereunto by the consent of Owners of at least two-thirds of the 89 lots in Fairway Estates Subdivision, New Orleans, Louisiana, Orleans Parish, and that they do hereby correct/amend the DECLARATION OF COVENANTS AND RESTRICTIONS FOR FAIRWAY ESTATES SUBDIVISION, , dated February 21, 2000, filed Instrument Number 1937505, Orleans Parish, Louisiana on February 21, 2000, subsequently amended in an Act dated May 2, 2000, filed Instrument Number 198217, Orleans Parish, Louisiana on May 16, 2000, subsequently re-subdivided in an Act dated August 9, 2002, filed Instrument Number 242222, Orleans Parish, Louisiana on August 14, 2002, as follows, to-wit:

1. ARTICLE IV, Section 4.3 of the Declaration is hereby amended/ revised to read in its entirety, as follows:

*4.3 Basis and Present Annual Assessment. An annual assessment fee of five hundred (\$500.00) dollars will be required of each Class "A" Lot Owner. Class "A" Lot Owner as defined by the DECLARATION OF COVENANTS AND RESTRICTIONS FOR FAIRWAY ESTATES SUBDIVISION, dated February 21, 2000, filed Instrument Number 1937505, Orleans Parish, Louisiana on February 21, 2000, subsequently amended in an Act dated May 2, 2000, filed Instrument Number 198217, Orleans Parish, Louisiana on May 16, 2000, subsequently re-subdivided in an Act dated August 9, 2002, filed Instrument Number 242222, Orleans Parish, Louisiana on August 14, 2002, . regardless to subsequent re-subdivision.*

2. ARTICLE VI, Section 6.3 of the Declaration is hereby amended/ revised to read in its entirety, as follows:

*6.3 Requirements and Process for Review. Each applicant shall be required to submit the name of the proposed contractor with a copy of that contractor's State license, three (3) references and proof of liability insurance in the minimum amount of one million (\$1,000,000.00) dollars to be considered for approval by the Fairway Estates Homeowner's Association, LLC. In addition, each applicant shall be required to complete and submit an "Application for Review" form, to be furnished by the Fairway Estates Homeowner's Association, LLC, which shall contain basic information for the review process, together with two (2) complete sets of plans and specifications, and check in the amount of \$150.00, to defray the expenses of the Fairway Estates Homeowner's Association, LLC, in processing the application. Check is to be made payable to the Fairway Estates Homeowner's Association, LLC. Excessive re-submission of the application, as may be required for approval, may result in an additional processing fee of \$100.00.*

3. ARTICLE VII, Section 7.3 of the Declaration is hereby amended/revised to read in its entirety, as follows:

*7.3 Minimum Area Requirements. The minimum area requirements for residential structures shall be two thousand five hundred (2,500) square feet of living area for a single-story residence, two thousand five hundred (2,500) square feet of living area for a two-story residence with a minimum of one thousand five hundred (1,500) square feet required at the first floor level and two thousand five hundred (2,500) square feet of living area on the first floor for a story and a half. The determination of "living area" shall exclude open porches, screened porches, porches with removable storm windows, breeze ways, patios, exterior or unfurnished storage or utility areas and garages. All residential structures shall be limited to thirty five (35) feet in height, measured from the first floor finish elevation to the highest peak or ridge of the roof or two and one-half stories high. The minimum first floor ceiling height shall not be less than nine (9) feet in height, measured from finished floor to finished ceiling. All residences must contain at least a two car garage, attached or detached.*

4. ARTICLE VII, Section 7.8 of the Declaration is hereby amended/revised to read in its entirety, as follows:

*7.8 Driveways. Driveways or other areas on the lot used for vehicular traffic shall be paved concrete, or similar, approved hard-paved surface, extending from the edge of the street, continuously to the edge of the garage. Off-street parking shall be provided for a minimum of four (4) vehicles, including garage parking. No boats, recreational vehicles, campers or trailers of any kind shall be kept on the street. All such items shall not be visible from the street and shall be kept in an enclosed garage, or screened by approved fencing or landscaping. Overnight parking on the street of the Fairway Estates Subdivision is prohibited.*

*There will be no sidewalks throughout the subdivision. Walkways to the front entrance will be permitted. All walkways shall be paved concrete, brick, or similar, approved hard-paved surface.*

5. ARTICLE VIII, Section 8.2 of the Declaration is hereby amended/revised to read in its entirety, as follows:

*8.2 Construction Time. Construction must be substantially complete for occupancy by the Owner within one (1) year of the start date of the construction. Construction activities that may disturb adjacent property owners shall be limited to the hours of 6:00 A.M. to 6:00 P.M., Monday through Friday and 7:00 A.M. to 4:00 P.M. on Saturdays. Sunday construction is prohibited.*

6. ARTICLE VIII, Section 8.4 of the Declaration is hereby amended/revised to read in its entirety, as follows:

*8.4 Trash Handling. Each GCB shall be required to provide a trash deposit of three thousand (\$3000.00), payable to the Fairway Estates Homeowner Association, L.L.C., within five (5) working days from final approval of project by the Fairway Estates Homeowner's Association, LLC. The unused portion of the trash deposit shall be returned within fifteen (15) days of request. The request for the refund of the unused portion of the trash deposit can be made after to Lot Owner is in receipt of occupancy certificate from the City of New Orleans. Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the lot or dwelling. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle*



*shall not create a nuisance to the adjacent property owners. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by the Fairway Estates Homeowners Association L.L.C., to clean up the site within three (3) working days. If after the 3-day period the site has not been cleaned, the Fairway Estates Homeowners Association L.L.C. shall remove the debris and charge the property owner accordingly.*

7. ARTICLE IX, Section 9.8 of the Declaration is hereby amended/revised to include the following additional language:

*9.8 Commercial Vehicle Parking. It is prohibited to park large commercial vehicles overnight in the Fairway Estates Subdivision.*

8. ARTICLE IX, Section 9.9 of the Declaration is hereby amended/revised to include the following additional language:

*9.9 Animals and Pets No animals, including without limitation, livestock, poultry and snakes, shall be bred or kept on any Lot. Dogs, cats and other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animals are kept. Pets shall be kept under control and not allowed to roam or run at large. All dogs must be leashed and accompanied by its owner when off of the owner's property. Any animal excrements deposited while away from Owner's property must be immediately disposed of.*

9. ARTICLE IX, Section 9.10 of the Declaration is hereby amended/revised to include the following additional language:

*9.10 Parking on Lawns. There is a strict and absolute prohibition against the parking the vehicles or motorcycles on the lawns located in Fairway Estates Subdivision*

10. ARTICLE IX, Section 9.10 of the Declaration is hereby amended/revised to include the following additional language:

*9.10 Lot fill. Each lot must be filled within ninety (90) days of purchase. A lot is deemed "filled" when it is level with adjacent developed lots or the nearest developed lot. This provision does not apply to lots purchased prior to October 27, 2003.*

11. ARTICLE IX, Section 9.11 of the Declaration is hereby amended/revised to include the following additional language:

*9.11 Lot Owner Liability Insurance. Each Lot Owner is required to maintain a major policy of liability or hazard insurance. Each Lot Owner is responsible to provide the Fairway Homeowner's Association with proof of insurance with the payment the annual assessment.*

12. ARTICLE IX, Section 9.12 of the Declaration is hereby amended/revised to include the following additional language:

*9.12 Landscape Maintenance. Each Lot Owner is responsible to maintain their lot in a manner that ecstasically enhances the Fairway Estate Subdivision. Should it become necessary for the Fairway Estates Homeowner Association to maintain a lot that is in violation of this provision, the Lot Owner will be assessed the costs of the maintenance in addition to a two hundred fifty (\$250.00) dollar fine. A Lot Owner in violation of this provision will be notified by mail sent to the address on record with the Fairway Estates Homeowner Association. Five (5) days after mailing, the*

violation may be cured without further notice.

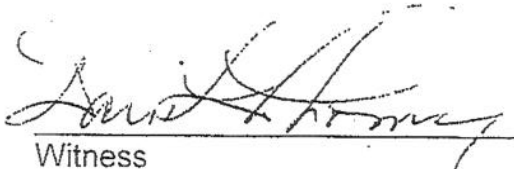
13. ARTICLE X, Section 10.3 of the Declaration is hereby amended/revised to read in its entirety, as follows:

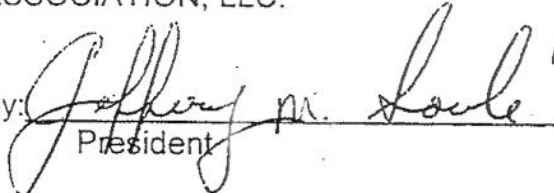
10.3 Enforcement: *Either the Fairway Estates Homeowners Association, through its Board of Directors, or any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law in equity against any person or persons violating or attempting to violate any covenant or restriction, either or restrain violation or to recover damages, and against the land to enforce any covenant of restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. For each violation, the Lot Owner shall be sent a Notice informing them that they are in violation of a covenant or restriction. The Lot Owner then has three (3) days of receipt of the Notice to come into compliance with the covenants and restrictions. Should they fail to come into compliance, there will be a one hundred (\$100.00) fine assessed against the Lot Owner's property. On the second Notice, the fine shall be two hundred fifty (\$250.00) dollars for the same violation. On the third Notice, the fine shall be five hundred (\$500.00) dollars for the same violation. Each subsequent Notice thereafter for the same violation shall be five hundred (\$500.00) dollars. Only the Fairway Estates Homeowners Association has the authority to levy fines against the Lot Owner's and their property.*

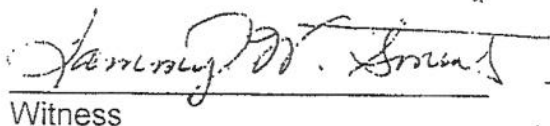
Except as corrected/amended hereby, the Declaration shall remain in full force and effect.

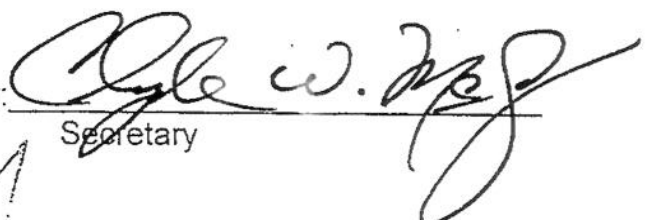
THUS DONE AND PASSED in Orleans Parish, Louisiana on the date aforesaid, in the presence to two competent witnesses who hereunto sign their names together with the appearers and me, Notary, after reading of the whole.

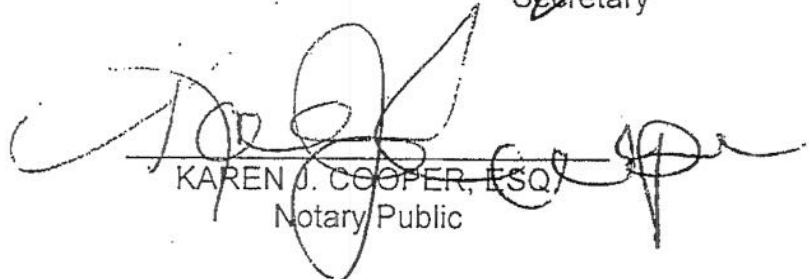
FAIRWAY ESTATES HOMEOWNERS  
ASSOCIATION, LLC.

  
Witness

By:   
President

  
Witness

By:   
Secretary

  
KAREN J. COOPER, ESQ.  
Notary Public

**THIRD CORRECTION/AMENDMENT OF  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
FAIRWAY ESTATES SUBDIVISION**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

**BE IT KNOWN** that on this 8<sup>th</sup> date August, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence or undersigned competent witnesses, personally came and appeared:

**FAIRWAY ESTATES HOMEOWNERS ASSOCIATIONS, INC.**, a Louisiana non-profit corporation, 5079 Bullard Ave, New Orleans, Louisiana 70128 by its undersigned President and Secretary.

who declare that they are duly authorized hereunto by the consent of Owners of at least two-thirds of the eighty-nine (89) lots in Fairway Estates Subdivision, New Orleans, Louisiana, Orleans Parish, and that they do hereby correct/amend the DECLARATION OF COVENANTS AND RESTRICTIONS FOR FAIRWAY ESTATES SUBDIVISION, dated February 21, 2000, filed Instrument Number 1937505, Orleans Parish, Louisiana on February 21, 2000, subsequently amended (First Amendment) in Act dated May 2, 2000 filed Instrument Number 198217, Orleans Parish, Louisiana on May 16, 2000, subsequently re-subdivided in an Act dated August 9, 2002, filed Instrument Number 242222, Orleans, Parish, Louisiana on August 14, 2002, and subsequently amended (Second Amendment) in Act dated October 28, 2003 filed Instrument Number 270664, Orleans Parish, Louisiana on November 13, 2003, as follows, to-wit:

1. ARTICLE VI, Section 6.2 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**6.2 Architectural Review Committee.** Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by an Architectural Review Committee, hereinafter referred to as ARC. The ARC shall have (3) members, appointed by Fairway Estates Homeowner's Association, Inc., and need not be members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals, whose compensation for review services, if any, shall be established from time to time by the Board. The members of



the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or expenses of others, administration of the Design Guidelines. The ARC may make exceptions to the Design Guidelines on an individual Lot or Lots, and only with the consent of the Fairway Estates Homeowner's Association, Inc.

2. ARTICLE VI, Section 6.4 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**6.4 Submittal of Plans.** The Application, with attachments, shall be hand delivered to the current President of the Fairway Estates Homeowner's Association, Inc. at his/her residential address or 5079 Bullard Drive, New Orleans, Louisiana 70128. One copy of the plans and specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Applicant marked "Approved", "Approved as noted", or "Disapproved".

The Plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size materials and location of all proposed structures and improvements to the property.

3. ARTICLE VI, Section 6.6 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**6.6 Time for Approval.** Each application shall be date recorded and received by Fairway Estates Homeowner's Association, Inc., and shall be reviewed and approved or disapproved with written indications of required modifications within ten (10) calendar days from the date of receipt by the Fairway Estates Homeowner's Association, Inc. In the event of disapproval and resubmission, the Fairway Estates Homeowner's Association, Inc., shall require an additional ten (10) calendar days, from the date each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding or adjacent structures, typography, and finish grade elevation, among other issues. The review of the ARC may be based on purely aesthetic considerations.

4. ARTICLE VI, Section 6.9 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**6.9 Limitation of Liability.** The approval of plans, specifications and the Design Guidelines shall not be construed as representing or implying that such plans,



specifications, or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Fairway Estates Homeowner's Association, Inc., or the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be construed in compliance with any and all applicable State, Parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

5. ARTICLE VIII, Section 8.1 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**8.1 General.** The Fairway Estates Homeowner's Association, Inc., shall apply these construction regulations to all property owners, General Contractors, Builders, Sub-Contractors and other service personnel while in the Fairway Estates Subdivision. The builders, contractors and service personnel shall familiarize themselves and comply with these regulations. The Fairway Estates Homeowner's Association, Inc. shall enforce these regulations and notification of violation shall be sent to the Owner of the lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have five (5) working days to correct the situation or the Fairway Estates Homeowner's Association, Inc. may take the necessary action to correct the violation. These actions may include charging the property owner for the correction done; by withholding ARC review or approval until such violations are corrected; or, in certain cases, denying entry to contractors or personnel thereby preventing work within the subdivision.

Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid for by the lot owner who caused the damage, and the lot owner shall have the right of action against the contractor.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

6. ARTICLE VIII, Section 8.4 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**8.4 Trash Handling.** Each GCB shall be required to provide a trash deposit of three thousand (\$3000.00), payable to the Fairway Estates Homeowner's Association Inc., within five (5) working days from final approval of project by the Fairway Estates Homeowner's Association Inc. The unused portion of the trash deposit shall be returned within fifteen (15) days of request. The request for the refund of the unused portion of the trash deposit can be made after the Lot Owner is in receipt of occupancy certificate from the City of New Orleans. Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans, and odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the lot or dwelling. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by the Fairway Estates Homeowner's Association Inc., to clean up the site within three (3) working days. If after the 3-day period the site has not been cleaned, the Fairway Estates Homeowner's Association Inc. shall remove the debris and charge the property owner accordingly.

7. ARTICLE VIII, Section 8.7 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**8.7 Vehicles.** The GCB, Sub-Contractors and other services personnel shall make every effort to limit parking to the street front of the construction site or on the site itself. The GCB, Sub-Contractors, and suppliers shall avoid blockage of the street and limit the duration of any necessary blockage to a minimum. No vehicles (cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the GCB or operator to provide clean-up. Clean-up performed by Fairway Estates Homeowner's Association, Inc. shall be charged to the property owner of GCB. Report any spills as soon as possible.

The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles. This limit must be obeyed.

8. ARTICLE IX, Section 9.4 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**9.4 Signs.** Except for entrance sign, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by Fairway Estates Homeowner's Association, Inc., no signs or advertising of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situated on the property.

Only the Fairway Estates Homeowner's Association, Inc. is allowed to post For Sale or promotional signs. Lot owners and home owners are strictly prohibited from posting For Sale signs, either by owner or their perspective Realtor.

9. ARTICLE X, Section 10.1 of the Declaration is hereby amended/revised to read in its entirety, as follows:

**10.1 Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Fairway Estates Homeowner's Association, Inc., or the owner(s) of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

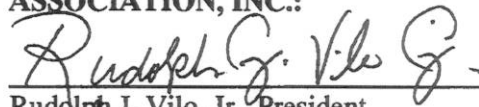
Except as corrected/amended hereby, the Declaration shall remain in full force and effect.

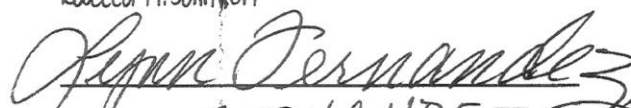
THUS DONE AND PASSED before me, in the City of New Orleans, Parish of Orleans, Louisiana on the 8<sup>th</sup> day of August, 2011, in the presence of the undersigned competent witnesses, after due reading of the whole.

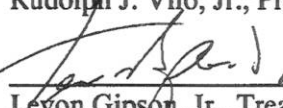
**WITNESSES:**

**FAIRWAY ESTATES HOMEOWNER'S ASSOCIATION, INC.:**

  
\_\_\_\_\_  
Rebecca M. Johnson

  
\_\_\_\_\_  
Rudolph J. Vilo, Jr., President

  
\_\_\_\_\_  
LYNN FERNANDEZ

  
\_\_\_\_\_  
Levon Gipson, Jr., Treasurer

  
\_\_\_\_\_  
Hien Nguyen, Member at Large

Subscribed and sworn to or affirmed before me this  
8<sup>th</sup> day of August, 2011.

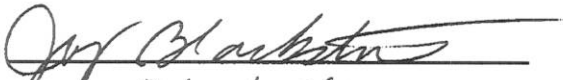
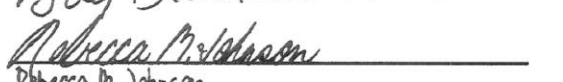
  
\_\_\_\_\_  
Notary Public

**PAULA VINCENT JOHNSON**  
NOTARY PUBLIC, #50040  
Orleans Parish, Louisiana  
My Commission Is For Life

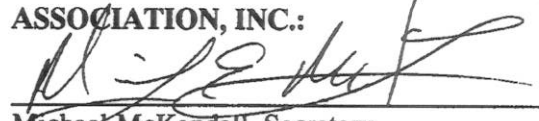
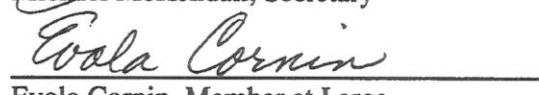


THUS DONE AND PASSED before me, in the City of New Orleans, Parish of Orleans, Louisiana on the 8<sup>th</sup> day of August, 2011, in the presence of the undersigned competent witnesses, after due reading of the whole.


**WITNESSES:**

  
Joy Blackstone  
  
Rebecca M. Johnson

**FAIRWAY ESTATES HOMEOWNER'S ASSOCIATION, INC.:**

  
Michael McKendall, Secretary  
  
Evola Cornin, Member at Large

Subscribed and sworn to or affirmed before me this 8<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Notary Public

**PAULA VINCENT JOHNSON**  
NOTARY PUBLIC, #50040  
Orleans Parish, Louisiana  
My Commission is For Life

My Commission Expires  
On 08/19/2011  
KATHY L. JOHNSON  
PAUL & AMOCHT JOHNSON

VERIFIED

BEN

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