

**DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS FOR GRAND OAKS
ESTATES MINOR SUBDIVISION**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: TRINITY DEVELOPERS, L.L.C.

BE IT KNOWN, that on this 10th day of August, in the year of Our Lord, two thousand and fifteen (2015);

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

PERSONALLY CAME AND APPEARED:

TRINITY DEVELOPERS, L.L.C., a Louisiana limited liability company, represented herein by its duly authorized Manager, John J. Ploue, III, pursuant to the Unanimous Consent of the Members, filed of record with the Clerk of Court for the Parish of St. Tammany, State of Louisiana,, its mailing address being 417 Marina Oaks Drive, Mandeville, Louisiana 70471;

hereinafter sometimes referred to as "Developer".

Said Developer does declare as follows:

WHEREAS, the Developer is the owner of an approximate 4.95 acre parcel of land located adjacent to Grand Oaks Subdivision in Section 17, Township 7 South, Range 10 East, in St. Tammany Parish, Louisiana, more fully described herein; and

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

WHEREAS, the Developer wishes to create certain easements, as well as to create certain covenants for the residential community; and

NOW, THEREFORE, the Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which

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are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the owner of any lot within the subdivision.

Article I GRAND OAKS ESTATES MINOR SUBDIVISION

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

Those certain pieces or parcels of ground situated in Section 17, Township 7 South, Range 10 East, Greensburg Land District, St. Tammany Parish, Louisiana, and being more particularly identified as Lots B-1, B-2, B-3, B-4 and B-5, all as set forth on the minor subdivision plat prepared by Kelly J. McHugh & Associates, Inc., dated June 2, 2014, job no. 05-055, which plat is filed as Map File No. 5280C with the Clerk of Court for the Parish of St. Tammany, State of Louisiana.

The hereinabove described property is hereinafter referred to as the "Property" or the "Subdivision" or the "Lots".

Article II CREATION OF DRAINAGE AND UTILITY SERVITUDE

A. All as set forth on the final subdivision plat prepared by Kelly J. McHugh & Associates, Inc., dated June 2, 2014, job no. 05-055 and recorded with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Map File No. 5280C (the "Plat"), Developer does hereby establish a ten (10') foot private drainage and utility servitude along the south property line of each of the Lots.

Article III HOMEOWNERS ASSOCIATION

A. For the purposes of controlling, regulating and maintaining the Property and for the general use and benefit of all of the lot owners within the Subdivision and for the enforcement of all other items contained herein, each and every owner of a Lot by accepting a Deed and purchasing a Lot or entering into a contract with regard to any Lot within the Subdivision does agree to and binds himself to be a member of and be subject to the obligations and duly enacted bylaws and rules, if any, of the Grand Oaks Estates Minor Subdivision Homeowners Association (hereinafter the "Homeowners Association"). The Homeowners Association shall be a duly formed non-profit corporation and shall be specifically authorized and empowered to assess individual lot owners and to provide for the collection of said assessments in accordance with LSA-R.S. 9:1145 et seq.

B. Every person, group of persons, corporations, partnership, trust or other legal entity or any combination thereof, who becomes a record owner of a fee interest in any Lot within the Subdivision by transfer from the Developer which is or becomes subject to this Act of Dedication shall be a Class A member of the Homeowners Association. Each Class A member of the Homeowners Association will be entitled to one (1) vote for each Lot to which his membership is appurtenant, and the vote shall be cast in accordance with the Bylaws of the Homeowners Association.

C. There shall be twenty (20) Class B memberships in the Homeowners Association, all of which shall be issued to the Developer or its nominee or nominees. The Class B members shall be entitled to one (1) vote for each Class B membership so held; however, each Class B membership shall lapse and become a nullity upon the surrender of said Class B memberships by the then holder's thereof for cancellation on the books of the Homeowners Association. Upon the surrender of all the Class B memberships, as provided for in this Article, the Developer shall continue to be a Class A member of the Homeowners Association as to each and every Lot in which the Developer holds the interest otherwise required for such Class A membership.

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

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

F. The Homeowners Association, acting through its Board of Directors, shall have the full right and authority to enforce all the terms and conditions of this Act of Dedication, including, without limitation, the right of suspension, fines, penalties and assessment of the cost of non-compliance to the owner of any Lot within the Subdivision, all at the discretion of the Board of Directors of the Association. In the event that the Homeowners Association should levy any such fine, penalty or assessment, the Homeowners Association shall have the right to lien the applicable Lot to preserve and secure said claim against the Lot owner. Any fine or assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at a rate not to exceed twelve (12%) percent per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix and the Homeowners Association may bring an action at law against the member personally obligated to pay same, in which event such interest, penalties, costs and reasonable attorney's fees of not less than twenty-five (25%) percent of the amount claimed shall be added to the amount of the assessment. The fines and assessments of the Homeowners Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

Article IV
ARCHITECTURAL CONTROL COMMITTEE

A. The Architectural Control Committee for the Subdivision shall be composed of not less than one (1) natural person designated from time to time by the Board of Directors of the Homeowners Association. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors of the Homeowners Association. In the event the Board of Directors of the Homeowners Association fails to appoint an Architectural Control Committee, then each member of the Homeowners Association shall constitute the members of the committee. The affirmative vote of the majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rules or regulations, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Notwithstanding the foregoing, so long as the Developer owns any Class B memberships in the Homeowner Association, the Developer shall have the sole right and authority to appoint the member(s) of the Architectural Control Committee.

B. Except for the construction and/or development by the Developer and except for any improvements to any Lot accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures of any kind shall be commenced, directed, placed, moved, altered or maintained upon any of the Lots, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for Grand Oaks Estates Minor Subdivision by the Board of Directors of the Homeowners Association, or by the Architectural Control Committee appointed by the Board of Directors of the Homeowners Association or the Developer, as the case may be. Subject to the limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any fittings, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeries, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or to otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or to combine or otherwise join two (2) or more dwellings or to partition the same after combination, or to remove or alter any window or exterior doors of any dwelling, or make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the Lot, or any of the surroundings Lots, interest or welfare of any other Lot owner, impair any servitude or easement, until the complete plan and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to the safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for Grand Oaks Estates Minor Subdivision by the Board of Directors of the Homeowners

Association or the Architectural Control Committee designated by it or the Developer, as the case may be.

C. The Architectural Control Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, the nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to the provisions of this Act of Dedication. In addition to the foregoing, the unauthorized cutting of trees shall result in a fine being levied by the Architectural Control Committee against the owner of the Lot in question. The fine shall be as follows:

- i) Cutting a tree more than four (4") inches but less than six (6") inches in diameter, \$1,000.00 per tree;
- ii) Cutting a tree more than six (6") inches but less than eight (8") inches in diameter, \$2,000.00 per tree;
- iii) Cutting a tree eight (8") inches in diameter or larger, \$3,000.00 per tree.

The Architectural Control Committee shall require replanting of up to three (3) trees of fifteen (15') feet minimum height for each tree cut without Architectural Control Committee approval. Plans for replanting must be approved by the Architectural Control Committee. All of the landscaping of the Lots and dwelling on any such Lot must be completed prior to occupancy or substantial completion of the dwelling, whichever date shall first occur.

D. No approval of plans and specifications or other architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards 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 workmanlike manner. Neither the Developer, the Homeowners Association, nor the Architectural Control Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article IV, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The approval of any plans or specifications by the Architectural Control Committee shall not serve as any confirmation, warranty or representation by the Architectural Control Committee that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit.

Article V

RESTRICTIONS ON USE OF PROPERTY

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

A. All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business

purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot.

B. No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. The engaging in a sales activity on a lot commonly known as a "garage sale" is strictly prohibited.

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

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

E. No Junk vehicles, commercial vehicles, trailer, camp truck, mobile home, house trailer, modular home, geodesic dome, prefabricated home, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within a garage. The parking of any vehicle on a lawn or within a street right of way is strictly

prohibited. When not in use, all vehicles must be parked and kept within a garage or driveway located within the existing lot setback lines, unless a specific variance is granted by a majority vote of the Architectural Control Committee.

F. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. Construction trash containers will be permitted during construction only.

G. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the St. Tammany Parish Counsel or the St. Tammany Parish Planning Commission. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

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

I. Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of eight (8) inches in diameter three (3) feet above the ground shall be removed from any Lot without written approval of the Homeowners Association acting through its Board of Directors or duly appointed committee.

J. No satellite dishes, antennas, towers or other device for the reception of communication signals shall be allowed, except within an enclosed building or structure approved by the Architectural Control Committee. Clothes lines or drying yards are strictly prohibited.

K. No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L. No structure, planting or other material other than driveways shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

M. No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot owner at the Lot owners expense. The failure of the Lot owner to comply with this section shall authorize the Association to provide the necessary work,

labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot owner for the expense as an additional assessment owed by the Lot Owner.

N. All mailboxes will match and be selected by the Developer, acquired through Southern Mailbox and placed at the left side of the driveway. The cost of purchasing and installing the mailbox shall be at the expense of the member. The cost of maintaining and replacing the mailbox shall be at the expense of the Member and shall match the original mailbox

O. Fencing for Lots shall not extend into the required front yard unless specifically approved by the Architectural Control Committee. Front yard fencing where approved by the Architectural Control Committee must be of wood, ornamental metal, masonry or a combination of masonry and wood and ornamental metal and shall not exceed three feet in height. Any and all fencing authorized pursuant hereto shall comply with the following:

- i) The height shall not exceed six (6') feet (three [3'] feet in the front yard);
- ii) The support post shall be no greater than eight (8') feet on center. The wood for any such fence must be treated or be redwood or cedar.
- iii) Any fencing must be on the Lot line.
- iv) No corrugated metal, hurricane, picket or page fencing will be allowed on any Lot. Vinyl fencing will be allowed provided that it is approved by the Architectural Control Committee prior to installation.

P. All dwellings constructed on any Lot in the subdivision shall have not less than a minimum living space of 2,500 square feet. All dwellings shall contain, at a minimum, a two (2) car garage. Should any dwelling consist of more than one (1) floor, the ground or first floor of such dwelling shall contain not less than 1,500 square feet of living area. The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than nine (9') feet. In addition to the foregoing, each dwelling constructed on a Lot shall have an enclosed two (2) car garage with a side entrance unless the garage is located at least twenty-five (25') feet behind the front line of the home, in which case a front entry garage may be used.

Q. Culverts are required under all driveways for drainage purposes. It shall be the sole responsibility of the Owner of each Lot, its contractor, or both to ensure that the culvert placed under a particular driveway is the property size and placed at the proper elevation. All driveway culvert sizes shall be according to the as built plans and each culvert is to be BCCMP (bituminous coated corrugated metal pipe) or PVC or equivalent and must extend four (4') feet beyond the end of the driveway or otherwise shall require the constructions of headwalls.

R. Any and all accessory buildings (sheds, garages, storage, etc.) on any Lot must be within the applicable guidelines for the Parish of St. Tammany with regards to setbacks and building lines. No portion of any structure (permanent or temporary) shall be any closer to any

side Lot line than ten (10') feet or rear Lot line than twenty (20') feet and no such accessory building shall be larger than 8'x8'.

S. No boats, boat railways, hoists, launching facilities or any similar type of device or equipment or motor home shall be installed, constructed or maintained upon any Lots provided, however, that boats, hoists or motor homes and the like may be stored in an enclosed storage room or garage or in a backyard screened by an opaque fence.

T. The discharge of firearms or operation of motor bikes, motorcycles, two wheel, three wheel, or four wheel motorized recreational vehicles upon The Property is strictly prohibited.

U. Building setback lines on the Lots shall be as follows:

- i) front 40'
- ii) side 20'
- iii) rear 25'

V. The side and rear setback line restrictions established hereinabove shall apply to all types of buildings, structures, sheds and other constructions and works on any Lot except swimming pools and decks. In no event shall a swimming pool or deck be located nearer than twenty (20') feet to any Lot line or violate any other laws or regulations or provisions contained herein.

W. Driveways and parking spaces shall not abut a Lot line and must be a minimum of five (5') feet from any Lot line. Dwellings within the Subdivision shall provide two (2) or more off-street parking spaces within the building setback lines on each Lot.

X. No individual water wells or sewage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available within the subdivision for a water and sewerage uses.

Y. Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

Z. Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practicable maintained at the rear of each Lot. Locating such refuse containers near the street shall be permitted only during the date and time of pickup by the trash provider.

AA. The exterior portion of any dwelling within the Property facing the street shall be constructed of brick or stucco or a combination of both. Vinyl is prohibited except for soffit and fascia of the home.

BB. Upon the construction of any home, dwelling or structure on any Lot in Grand Oaks Estates Minor Subdivision, the front yard shall be fully sodded and landscaped to the satisfaction of the Developer or the Architectural Control Committee. In addition, one (1) live oak tree (*quereus virginiana*), minimum 1½" caliper measured twelve (12") inches above the ground at least ten (10') feet in height, must be planted in the front yard of each Lot at a location selected by the Architectural Control Committee. Further, three (3) other planted or existing trees 1½" caliper measured twelve (12") inches above the ground must be in the front yard of any interior Lot. Corner Lots shall have the same additional requirements on the side streets. Should any tree required, pursuant to this section, die or be diseased to the extent that it is unlikely to survive, in the discretion of the Developer or the Architectural Control Committee, said tree shall be replaced within thirty (30) days of written notification to the owner of said Lot from the Developer or the Architectural Control Committee. Notwithstanding the foregoing, credit shall be given for any existing trees on any Lot.

Article VI **MISCELLANEOUS**

Section A. Duration – Amendment. The servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the owner of any parcel subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then owners of a majority of the parcels has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then owners of sixty percent (60%) of the parcels in the subdivision, or (ii) the Developer alone and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana. The requirement for the Developer to sign an act of amendment or termination as aforesaid shall cease and terminate if the Developer does not own a parcel in the subdivision.

Section B. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, parish or municipal agency, authority or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said common areas.

Section C. Severability. If any clause or provision of these servitudes, privileges or restrictions is illegal, invalid or unenforceable under present or future laws, then and in that event, the illegal, invalid or unenforceable clause or provision shall be deleted and the remainder of the servitudes, privileges and restrictions shall not be affected thereby, but shall remain in full

force and effect.

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

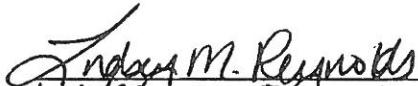
Section E. Venue. In the event of dispute hereunder, the parties do hereby stipulate that the 22nd Judicial District Court in and for the Parish of St. Tammany, State of Louisiana shall be the sole and exclusive venue and jurisdiction for any and all proceedings arising out of this settlement agreement.

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

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

WITNESSES:

TRINITY DEVELOPERS, L.L.C.


Lindsey M. Reynolds

BY: 
JOHN J. PLOUFFE, III, Manager


Gina C. Bounds


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