

Mission Statement:

MOONRAKER ISLAND CIVIC ORGANIZATION, MICO, INFORMS ITS RESIDENTS OF CURRENT CHALLENGES RELATED TO MOONRAKER ISLAND AND PLANS TO ADDRESS THESE CHALLENGES WITH A FOCUS TOWARD PROTECTING AND INCREASING PROPERTY VALUES, COMMITTING TO THE SAFETY OF ITS RESIDENTS, AND PROMOTING THEIR OVERALL WELLBEING.

2019 Useful telephone numbers for Moonraker Island neighbors:

GOVERNMENT NUMBERS

Gov. Edwards 225-342-7015

State Rep. Mary Dubuisson 985-640-5291

Congressman Steve Scalise 985-893-9064

Senator Sharon Hewitt 985-646-6490

Attorney General Jeff Landry 800-351-4889

CLECO 800-272-3020

Insurance commissioner 225-652-2167

Street light out, Rebecca 985-898-2792

"no wake" signs, Joey Lobrano 985-898-2557

PARISH GOVERNMENT NUMBERS

Pres. Pat Brister 985-898-2362

Shannon Davis Public Works 985-898-2792

Council Michele Blanchard 985-605-5013

Ordinance Head Barry Matte 985-898-5214

St. P Animal Control 985-809-0183

Traffic Control Maj. Hassert 985-863-6535

St. TP Assessor Fitzmorris 985-809-8180

Aquatic Plant Control 225-765-2328

LSU Agricultural Ctr. 225-578-8200

Special Needs Shelter Information 985-898-3074

FEMA 800-624-FEMA

Louisiana State Police 985-893-6+242 I*LSP from cell phone

St. Tammany Parish Sheriff 985-898-2338

Consumer Protection Info line 800-351-4889

District Attorney Warren Montgomery 985-809-8383

EMERGENCY 911

Moonraker Island micoi@outlook.com www.moonrakerisland.org

MOONRAKER ISLAND CIVIC ORGANIZATION
ST. TAMMANY PARISH, LOUISIANA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

INTRODUCTION

This Declaration is made on this day 14th day of October 2014, by the Moonraker Island Civic Organization (MICO), hereinafter referred to as "Declarant". WHEREAS, Declarant is the Owner of certain real property located in St. Tammany Parish, Louisiana, as hereinafter described and commonly known as The Organization, a subdivision, the plat or map of which is on file and of record in the office of the Clerk of Court in St. Tammany Parish, Louisiana.

The Declarant is desirous of subjecting said real property to covenants, conditions and restrictions hereinafter set forth, each of which is for the benefit of said property and for each owner. The Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

This organization has the right to create subchapters that reserve the same benefits and responsibilities of itself and its nonprofit status. Examples are Garden Club, Social Club, Welcoming Committee, Card Club, etc.

ARTICLE I

ORGANIZATION

Section 1 Description

This Organization shall be organized as a Louisiana corporation pursuant to the Louisiana Nonprofit Corporation Law, R.S. 12:201 et seq. The Organization is charged with the duties and vested with the powers prescribed by law and those set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed so as to be inconsistent with this Declaration. In the event there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be consistent with the applicable or analogous to provisions of this Declaration.

Section 2 Membership

The terms and provisions set forth in this Declaration are binding upon all Owners of all Lots, all Members in the Organization, and any Lessee. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot for which such Owner holds title or an undivided interest therein. Membership shall be appurtenant to and may not be separated from the ownership of any Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The terms and provisions set forth in this Declaration shall be binding upon any Lessee of any Lot or Residence.

ARTICLE II

PROPERTY

The real property that is subject to this Declaration, of which Declarant is record fee title owner, is situated in the Parish of St. Tammany, State of Louisiana. This real property is divided into four separate parcels, denominated Phases 1, 2, 3, and 4, and is described and shown as follows:

Moonraker Island Subdivision Description

Phase 1:

A certain parcel of tract of land lying and being situated in Sections 32, 33 & 44, Township 9 south, Range 14 East, Greensburg Land District, near Slidell, St. Tammany Parish, Louisiana, being more fully described as follows: from the Southwest corner Section 44, Township 9 south Range 14 East, run North a distance of 2435.08 feet to a point; thence East a distance of 2186.84 to a point; thence North 62 degrees, 25 minutes, 31 seconds West 356.38 feet to the point of beginning. from said point of beginning run South 27 degrees, 34 minutes, 29 seconds West 243.79 feet to a point; thence South 37 degrees, 05 Minutes, 54 seconds West 295.71 feet to a point; thence North 32 degrees, 54 minutes 06 seconds West 124.0 feet to a point; thence North 62 degrees, 25 minutes, 31 seconds West 147.66 feet to a point; thence North 55 degrees, 37 minutes, 31 seconds West 1.64 feet to a point; thence South 57 degrees, 05 minutes, 54 seconds West 1604.34 feet to a point; thence South 32 degrees, 54 minutes 06 seconds East 350.50 feet to a point; thence South 16 degrees, 54 minutes, 06

seconds East 1215.14 feet to a point; thence South 73 degrees, 05 minutes, 54 seconds West 850.0 feet to a point; thence North 16 degrees, 54 minutes 06 seconds West 690.8 feet to a point; thence along a curve to the left having a radius of 190 feet and a distance of 398.99 feet, whose chord being North 46 degrees, 44 minutes 37 seconds West 329.62 feet to a point; thence North 12 degrees, 23 minutes 30 seconds East 475.65 feet to a point; thence North 55 degrees, 59 minutes, 57 seconds West 200.0 feet to a point; thence North 34 degrees, 00 minutes, 03 seconds East 20.0 feet to a point; thence North 55 degrees, 59 minutes, 57 seconds West 250.0 feet to a point; thence North 34 degrees, 00 minutes, 03 seconds East 2535.96 feet to a point; thence South 55 degrees, 59 minutes , 57 seconds East 219.22 feet to a point; thence South 55 degrees, 37 minutes, 31 seconds East 1145.76 feet to a point; thence South 62 degrees, 25 minutes, 31 seconds East 375.14 feet to the point of beginning; containing in all 92.66 acres of land, more or less.

Phase 2:

A certain parcel of land being situated in Sections 23, 33 & 44, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the southwest corner of Section 44, Township 9 South, Range 14 East run North 2435.08 feet to a point; thence East 2186.84 feet to a point common to Eden Isles Subdivision Units 3 & 4 and Moonraker Island, which is also the point of beginning. From the said point of beginning, run South 57 degrees, 05 minutes, 54 seconds West a distance of 1930.31 feet to a point; thence run South 16 degrees, 54 minutes 06 seconds East a distance of 1564.08 feet to a point; thence run South 73 degrees, 05 minutes, 54 seconds West a distance of 1290.00 feet to a point; thence run south 16 degrees, 54 minutes 06 seconds East a distance of 150.80 feet to the point of curvature, of a curve; thence along the arc of a curve to the right, having a central angle of 240 degrees, 38 minutes, 00 seconds and a radius of 190.0 feet a distance of 797.97 feet to a point; thence run South 16 degrees, 54 minutes, 06 seconds East a distance of 690.80 feet to a point; thence run North 73 degrees, 05 minutes 54 seconds East a distance of 850.00 feet to a point; thence go North 16 degrees, 54 minutes, 06 seconds West 1215.14 feet to a point; thence run North 32 degrees, 51 minutes, 06 seconds West a distance of 350.50 feet to a point; thence run North 57 degrees, 05 minutes, 54 seconds East a distance of 1604.34 feet to a point; thence run South 55 degrees, 37 minutes, 31 seconds East a distance of 1.64 feet to a point; thence run south 62 degrees, 25 minutes, 31 seconds East a distance of 147.66 feet to a point; thence run South 32 degrees, 54 minutes, 06 seconds East a distance of 124.00 feet to a point;

thence run North 57 degrees, 05 minutes, 54 seconds East a distance of 295.71 feet to a point; thence run North 27 degrees, 34 minutes, 29 seconds East a distance of 243.79 feet to a point at the southwest corner of Lot 102, Unit 3, Eden Isles Subdivision; thence run South 62 degrees, 25 minutes, 31 seconds East along the southern boundary of Eden Isles Subdivision, Unit 3, a distance of 356.38 feet to the point of beginning; containing in all 54.51 acres of land, more or less.

Phase 3:

All that certain parcel of land being designated as Moonraker Island Subdivision Phase 3, Section 32, 44 & 29, Township 9 south, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Southwest corner of Section 44, Township 9 south Range 14 East, go North 2435.08 feet; thence go East 2186.84 feet; thence go North 62 degrees, 25 minutes, 31 seconds West 356.38 feet; thence go South 27 degrees, 34 minutes, 29 seconds West 243.79 feet; thence go South 57 degrees, 05 minutes, 54 seconds West 295.71 feet; thence go North 32 degrees, 54 minutes, 06 seconds West 124.0 feet; thence go North 62 degrees, 25 minutes, 31 seconds West 147.66 feet; thence go North 55 degrees, 37 minutes, 31 seconds West 938.25 feet; thence go South 34 degrees, 00 minutes, 03 seconds West 2114.44 feet; thence go North 55 degrees, 59 minutes, 57 seconds West 130.0 feet to the point of beginning.

From the point of beginning go South 55 degrees, 59 minutes, 57 seconds East 130.0 feet to a point; thence go South 12 degrees, 23 minutes, 30 seconds West 475.65 feet to a point; thence measure along the arc of a curve to the left, said curve having a central angle of 120 degrees, 18 minutes, 58 seconds and a radius of 190 feet, a distance of 398.98 feet to a point; thence go South 16 degrees, 54 minutes, 06 seconds East 1010.80 feet to a point; thence go South 73 degrees, 05 minutes, 54 seconds West 1832.46 feet to a point; thence go South 05 degrees, 51 minutes 33 seconds West 859.42 feet to a point; thence to South 84 degrees, 08 minutes, 27 seconds East 10.0 feet to a point; thence to South 05 degrees, 51 minutes 33 seconds West 460.0 feet to a point; thence go North 84 degrees, 08 minutes, 27 seconds West 851.57 feet to a point; thence go North 83 degrees, 33 minutes, 02 seconds West 929.62 feet to a point; thence go North 85 degrees, 19 minutes, 57 seconds West 401.72 feet to a point; thence go North 04 degrees, 40 minutes 03 seconds East 24.19 feet to a point; thence measure along the arc of a curve to the right, said curve having a central angle of 45 degrees, 53 minutes, 23 seconds and a radius of 429.64 feet, a distance of 344.11 feet to a point; thence

go North 32 degrees, 35 minutes, 26 seconds West 263.45 feet to a point; thence measure along the arc of a curve to the right, said curve having a central angle of 66 degrees, 32 minutes, 22 seconds and a radius of 314.77 feet, a distance of 365.55 feet to a point; thence go North 34 degrees, 00 minutes, 03 seconds East

444.11 feet to a point; thence measure along the arc of a curve to the right, said curve having a central angle of 39 degrees, 04 minutes, 00 seconds and a radius of 2509.79 feet, a distance of 1711.29 feet to a point; thence go North 73 degrees, 04 minutes, 03 seconds East 664.83 feet to a point; thence measure along the arc of a curve to the left, said curve having a central angle of 39 degrees, 04 minutes, 00 seconds and a radius of 3219.79 feet, a distance of 2195.39 feet to a point; thence go North 34 degrees, 00 minutes, 03 seconds East 28.34 feet to a point; thence go South 55 degrees, 59 minutes, 57 seconds East 250.0 feet to a point; thence go South 34 degrees, 00 minutes, 03 seconds West 20.0 feet to a point; thence go South 55 degrees, 59 minutes, 57 seconds East 70.0 feet back to the point of beginning; containing in all 185.83 acres of land, more or less

Phase 4:

All that certain parcel of land being situated in Sections 32 & 33 Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the corner common to Sections 23, 24, 25 and 26, Township 9 South, Range 14 East, run South 59 degrees, 09 minutes, 00 seconds West 17, 254.38 feet to the point of beginning.

From said point of beginning run South 34 degrees, 10 minutes, 52 seconds West 1148.44 feet to a point; thence North 88 degrees, 21 minutes, 53 seconds West 50.61 feet to a point; thence North 89 degrees, 16 minutes, 13 seconds West 237.57 feet to a point; thence North 87 degrees, 28 minutes, 23 seconds West 279.26 feet to a point; thence North 76 degrees, 12 minutes, 33 seconds West 54.33 feet to a point; thence North 66 degrees, 53 minutes, 03 seconds West 342.64 feet to a point; thence North 68 degrees, 41 minutes, 18 seconds West 1112.75 feet to a point; thence North 68 degrees, 41 minutes, 18 seconds West 1112.75 feet to a point; thence North 68 degrees, 01 minutes 05 seconds West 644.14 feet to a point; thence North 78 degrees, 50 minutes, 39 seconds West 155.58 feet to a point; thence North 84 degrees, 08 minutes, 57 seconds West 823.56 feet to a point; thence North 05 degrees, 51 minutes, 33 seconds East 460.0 feet to a point; thence North 84 degrees, 08 minutes 27 seconds West 10.0 feet to a point; thence North 05 degrees, 51 minutes, 33 seconds East 859.42 feet

to a point; thence North 73 degrees, 05 minutes 54 seconds East 1832.46 feet to a point; thence South 16 degrees, 54 minutes 06 seconds East 150.80 feet to a point; thence measure along the arc of a curve to the left; said curve having a central angle of 240 degrees, 38 minutes 00 seconds and a radius of 190 feet a distance of 797.97 feet to a point; thence; North 16 degrees, 54 minutes 06 seconds West 150.80 feet to a point; thence North 73 degrees, 05 minutes 54 seconds East 1290.0 feet to a point; thence South 16 degrees 54 minutes 06 seconds East 576.02 feet to a point; thence South 62 degrees 43 minutes 25 seconds West 16.05 feet to a point; thence South 19 degrees, 18 minutes 13 seconds East 1835.29 feet to the point of beginning; containing in all 199.24 acres of land more or less.

ARTICLE III

DEFINITIONS

1. "Articles of Incorporation" means the Articles of Incorporation of The Moonraker Island Civic Organization, as the same may be amended from time to time.

2. "Organization" is the Moonraker Island Civic Organization.

3. "Bylaws" means the Bylaws of Moonraker Island Civic Organization, as same may be amended from time to time.

4. "Common Area" means the "Triangle" or "Park" owned and maintained by the Organization. The Common Area shall be reserved for the use of Members, their families, guests and invitees, and shall be used in accordance with Rules established and amended from time to time by The Board.

5. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of the Organization as it may be amended from time to time.

6. "Lot" means any plot of land designated as a lot upon any recorded subdivision plat map of the Property, including any such land owned by Declarant.

7. "Owner" means the record owner of fee simple title to any Lot.

8. "Plat" means the final plat map of Moonraker Island Subdivision recorded with the office of the Clerk of Court and Recorder, St. Tammany Parish, Louisiana.

9. "Property" and "Subdivision" means the real property described in Article II above.

10. "Road Easement" means that portion of Lots lying within the dashed lines shown on the Plat map for the Roads.

11. "Roads" means the sixty-foot (60') rights of way for ingress, egress and utilities designated on the Plat as Moonraker Road.

ARTICLE IV

PURPOSE

The Property is subjected to the covenants, conditions and restrictions hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites and the value of their property; to preserve so far as is practicable the natural beauty, wildlife habitat and environment of the Property; to guard against the erection thereon of structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes thereon; and to adequately provide for a high quality of improvements made by purchasers of Lots thereon.

ARTICLE V

COMMON AREA

Section 1 Common Area

The area designated as Common Area (The "Triangle" or "Park") in this Declaration shall forever remain in common use by all Lot Owners.

Section 2 Use of Triangle or Park

The Triangle/Park shall be used only for posting Moonraker Island information and/or recreational purposes. The Common Area is owned by the Organization for use by all Owners and said Owners' invitees and guests. The Common Area shall not be open to the public.

Section 3 Roads

As owners of all Lots in the Subdivision, the Owners hereby grant to St. Tammany Parish a non-exclusive easement (the Road Easement) for access, ingress, egress and utilities over and across the Roads shown on the Plat map. This grant of easement shall be subject to the following terms and conditions: Maintenance, Repair and Replacement of the roads shall be the St. Tammany Parish responsibility at St. Tammany Parish's sole cost and expense.

ARTICLE VI

Homeowners Organization

Section 1 Organization/ Association

The Moonraker Island Civic Organization shall act as a Homeowners' Association for the Subdivision. The Organization shall operate and be managed in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Organization, and the laws of St. Tammany Parish, the state of Louisiana, as the same may be amended from time to time. It has the right to set dues, approved by one-half (1/2) of the dues-paying members.

Section 2 Function

All owners of all Lots are required to pay yearly dues and therefore will be members of the Organization. Membership in the Organization shall be appurtenant to and shall not be separated from ownership of a Lot. The Organization shall have all the powers and duties of a homeowners' association, as provided in Louisiana Statutes, the Articles of Incorporation and Bylaws of Moonraker Island Civic Organization. These include but are not limited to administration, servicing, conservation, management, operation, maintenance, repair, and restoration of the Common Area, and activities as may be determined by the Board of Directors, from time to time, for the benefit and general welfare of Owners within the Subdivision.

The Organization may levy and collect assessments to be used in the operation of the Organization, maintenance of the Common Area and similar functions typically undertaken by homeowners' associations generally.

Section 3 Owner's Address

Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Organization of their names and of one address o which notifications from the Organization should be sent. The Owners shall be responsible for informing the Organization of any change of address.

Section 4 Renters or Lessees

The owner of the property is responsible for informing the Association of any changes of address as a result of the property being rented or leased. Short-term rentals are subject to the St. Tammany Parish Code of Ordinances, Chapter 22 Licenses of Chapter 120 Unified Development Code, to provide for penalties and fines for violations.

ARTICLE VII

Architectural Compliance

St. Tammany Parish is to be notified of proposed improvements of any kind or new construction to satisfy harmonious plans in the Neighborhood. It has the power to disapprove plans and specifications that do not conform to St. Tammany Parish standards. Homeowners are required to get Parish permits and inspection tags that prove compliance. Moonraker Island is a single-family dwelling community.

Section 2 Minimum Building Requirements

The minimum building requirement for all new construction is 2,000 square feet or better, exclusive of open porches or garages. All dwellings must meet the quidelines and standards of St. Tammany Parish. No building or projection shall be located nearer to the street than _____ feet unless a variance is issued by the Parish. Any construction shall be completed without delay, except when delay is caused by Acts of God, strikes, or actual inability of Owner to procure delivery of necessary material or interference by other persons or forces beyond the Owner's control.

Section 3 General Provisions

No wharfage shall be used for the renting of simultaneous moorings of watercraft.

Section 4 Nameplates, Awnings and Laundry Drying Facilities

There shall not be more than one nameplate on any lot. Moonraker Island is deemed as a single-family- dwellings subdivision, and as such, nameplates shall contain only the name of the occupant/and/or the address of the dwelling. No laundry-drying equipment shall be used outdoors whether attached to a building or other structures.

Section 5 Nuisances

No noxious or offensive activity shall be carried in or upon any part of Properties, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. No owner shall permit any thing or condition to exist upon his or her Lot that shall induce, breed, or harbor infectious plant diseases or noxious insects. Nothing shall be done or kept upon any part of the Properties that would be in violation of any governmental law, ordinance, rule or regulation. The burning of open fires, the disposal and collection of refuse shall be subject to rules and regulations of St. Tammany Parish.

Section 6 Pets and Other Animals

Leash laws for all animals including dogs and cats shall be observed:doc-4649-1518724361 and subject to St. Tammany Animal Control. No lot, plot or building in or on Moonraker Island shall be used for keeping or breeding of any livestock or the business of breeding pets (like puppy mills, etc.) Dogs, cats and like pets are not to be kept in large numbers or conditions objectionable to other residents. All yards, pens, and outbuildings used in connection with the keeping of said pets shall be maintained in a clean environment that meets St. Tammany Parish Animal Enforcement Codes that include no unsightly conditions, offensive or foul-smelling odors, or inhumane conditions: Article V- Animal Control Sec. 4-120.00 Preamble.

Section 7 Commercial Fishing

No commercial fishing apparatus (crab traps, wing nets, or nets of any kind) used in catching seafood are allowed in Moonraker canals or in Moonraker Lake. No one is allowed to place traps or nets of any kind that will obstruct the pathway of watercraft. The canals and lake are for the benefit of its residents.

Section 8 Appearance of Yards

Grass should not be allowed to reach 12 inches in height. Yards should be aesthetically pleasing. Lots must be free from junk, debris, cars, objectionable or unsightly materials. Dwellings on more than one lot can run fences along the front of the property behind but not in front of the setback line.

Section 9 Signs

Nothing shall prohibit an Owner from displaying a single customary and reasonable sign advertising such Lot and its appurtenant rights and interests for sale.

Section 10 Structural Integrity

Nothing shall be done on any Lot that impairs the structural integrity on any part or parcel of the Property or interferes or damages structures relating to, connected with, or installed for purposes of construction or maintenance including bulkheads, footings, pilings, or ancillary structures. Failure to maintain bulkheads or footings that cause damage to neighbors' properties shall not be permitted.

Section 11 Subdividing Lots

No Lot can be further subdivided to accommodate a home.

Section 12 Temporary Structures

No vehicle, van, uncompleted building, garage, nor temporary building or structure of any kind that is located on the Properties shall be used at any time for a temporary or permanent residence with the exception of devastation due to storms or some other Act of God.

Section 13 Underground Utilities

Except as otherwise provided by law, all pipes, conduits, lines, wires, equipment or facilities for communication, transmission or metering of electricity, gas, water, telephonic current, TV cable service, or other utilities connected, placed, or permitted to be placed in or upon the Properties shall be placed, located, maintained, and concealed only within building or structureds or within underground pipes, conduits, cables, or vaults. OWNERS ARE TO CALL 811 BEFORE DIGGING.

Section 14 Storage

No vehicle of any kind is permitted to be parked in the street longer than 24 hours. It shall be unlawful for any person or entity to park any vehicle in a roadway or parish right of way that hampers the flow of traffic or creates a traffic hazard whereby a moving vehicle must enter the oncoming traffic lane in order to pass. No vehicle, boat, RV, or trailer that obstructs the view of oncoming traffic can remain in the easement section of the driveway.

Section 15 Visual Obstructions

No visual barrier can obstruct the view of the waterway. A barrier, fence 6 ft. in height or less can be placed at or behind the front setback line and run the width of the property.

Section 16 Wharfage

Wharfage Facilities may be constructed only within the Property Wharfage Area. Each Owner shall at his or her sole cost and expense obtain all required governmental consents, approvals, permit or authorization from St. Tammany Parish.

Each Wharfage Area and all Improvements and facilities shall be used exclusively by the Owner of that Canal or person holding under him, to which such improvements and facilities are appurtenant, and only for the purpose of mooring of recreational watercraft.

Each Owner shall be solely responsible for the installation, maintenance and repair of all bulkheads, and other erosion protection devices located in, upon, or under his respective Lot. Each Owner at his or her sole cost has a duty to maintain or repair, keep in good condition and appearance the Wharfage Area.

Section 17 Zoning Regulations

Notwithstanding anything expressly or impliedly set forth in this Declaration to the contrary, no portion of the Properties shall be used for any purpose or any improvement made that is contrary to applicable zoning, health, building or other governmental ordinances, laws, rules, or regulations that are in effect from time to time.

Section 18 Enforcement of Covenants

Enforcement: Any Owner and the Organization shall have the right (but not the obligation) to enforce by any proceeding law or in equity all covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or Organization to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VIII

ASSESSMENTS

Section 1. Assessments

For each Lot owned by the Declarant, hereby covenants and agrees, by acceptance of the deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay the Organization assessments as provided herein.

Section 2 Purpose

The assessments levied by the Organization shall be used to administer this Declaration and the Organization, to maintain and improve the Common Area (Triangle), to purchase insurance carried by the Organization, and to generally promote the recreation, health, safety, comfort, convenience, and welfare of the Owners in the Subdivision.

Section 3 Annual Assessment – Reserves

The initial annual assessment shall be $50.00, due upon closing by the first Owner taking title to the Lot. Annual dues are $50.00, payable January 1 of each year thereafter but can be amended,(increased or decreased), by a majority vote of the members, who must be informed 30 days prior to vote. The Board of Directors shall establish an estimated budget for its purposes which includes estimated costs of administering, servicing, conserving, managing, maintaining, repairing the Triangle grounds, landscaping, lighting and routine renovations within the Common Area, expenses incurred by the Organization in administering and managing the Organization in any other activities undertaken for the common benefit of all or some of the Owners.

Section 4 Special Assessment

No additional special assessments shall be levied unless approved by consent of 51% of Owners at a residential meeting after proper notice has been made to all residents.

Section 5 Payment of Assessments

All residents must be notified within 30 days prior to assessment being due. Each assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person or entity who was the Owner of the Lot when the assessment was made.

Section 6 Statement of Assessments Due

Any Owner may request, in writing, a statement from the Organization as to the status of assessments due and owing with respect to such Owner's Lot. Upon receipt of such request, the Organization shall promptly furnish the statement to said Owner. Such statement shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 7 Nonpayment of Assessments

Any assessment not paid within (30) days after the due date shall accrue interest and/or late charges set by the Board of Directors (not to exceed the highest rate of interest allowed by the law) from the due date, and the Organization is entitled to bring any action permitted by law to collect the assessment and/or to foreclose the lien created thereby against the Lot. No Owner subject to an assessment may waive or escape liability for the assessment by the nonuse of the Common Area oe abandonment of his or her Lot. The remedies provided herein shall be in addition to any other remedies provided by law.

ARTICLEIX

LEGAL EFFECT

Section 1 Term

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by vote or consent of not less than the Owners of two-thirds (2/3) of all the Lots. Provided, however, that this Declaration may not be repealed or terminated without the prior written approval of the St. Tammany Parish Council.

Section 2 Severability

Invalidation of any covenant, condition, or restriction contained in this Declaration by judgement or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

Section 3 Arbitration

In the event of a dispute under this Declaration, the parties agree that the dispute shall be determined and resolved by binding arbitration. The determination of the arbitrator shall be final and binding upon the parties and their respective successors and assigns. The determination may be filed in a court of competent jurisdiction as a final judgement. The arbitrator is authorized, but not required, in the arbitrator's discretion, to award attorney's fees and costs to the prevailing party. If no such award is made, the costs of the arbitration shall be paid equally by the parties.

Section 4 Grievance Procedure

Grievances that refer to Covenants should be submitted to the Association IN WRITING AND SIGNED. The grievance will be assessed and addressed. Grievances that refer to ordinances should be written out, copied to the Association and the Code Enforcement Officer. That grievance will be assessed and addressed.

Section 5 Successors

This Declaration shall be construed pursuant to the laws of Louisiana. This Declaration runs with the land and is binding upon the heirs and successors in interest of the parties hereto.

MOONRAKER ISLAND CIVIC ORGANIZATION SPEAKER OR QUESTION CARD

DATE:_____ PLEASE PRINT AND RETURN TO KAREN MATHEWS

I AM A PAID MEMBER OF MICO ___ I AM NOT A PAID MEMBER OF MICO____

MY POSITION IS FOR_____ AGAINST_____ OTHER_____

NAME:_____

ADDRESS #_____ PHONE:_____

EMAIL _____

COMMENT OR
QUESTION:_____

PLEASE NOTE: SPEAKER IS LIMITED TO 2 MINUTES BECAUSE OF TIME CONSTRAINTS.

GRIEVANCE LETTER

Date: _____

Complaint: _____

_____

_____

_____

_____

_____

Address of the
Complaintant:_____

Signature of the
Complaintant:_____

UNDERSTAND THAT THE PARTY MAKING THE COMPLAINT WILL NOT BE REVEALED. The Complainant will remain anonymous. There must be some record of complaint for any party to take any action on the complaint.