

**COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TUNICA-BILOXI
HOUSING AUTHORITY PERTAINING TO THE HERITAGE VILLA
SUBDIVISION WITHIN THE EXTERIOR BOUNDARIES OF THE TUNICA-
BILOXI RESERVATION**

AUTHORITY: The following Covenants, Conditions and Restrictions (these “CC&R’s”) were adopted by the Board of Commissioners of the Tunica-Biloxi Housing Authority on October 13, 2004, and were approved on October 15, 2004 by Resolution No. 26-04 of the Tunica-Biloxi Tribal Council pursuant to the power and authority vested in the Tribal Council under Article VIII, Section 1, Paragraphs F, G, and L. The Tunica-Biloxi Tribe is the beneficial owner of all real property within the Subdivision (as defined below).

PURPOSE: The purpose of these CC&R’s is to provide for the orderly, safe, sanitary, and aesthetically pleasing development and maintenance of the Tribal residential housing area known as the “Heritage Village Subdivision.” Furthermore, these CC&R’s are intended to ensure that a continuous quiet and peaceful environment is maintained for the benefit of all Residents of the Subdivision.

APPLICATION: These CC&R’s apply to and are binding upon all persons residing within the Heritage Villa Subdivision.

EFFECTIVE DATE: These CC&R’s are effective as of October 15, 2004 (the “Effective Date”), which is the date on which approval was granted by the Tunica-Biloxi Tribal Council.

**ARTICLE I
DEFINITIONS**

“**Adult Person**” means any person eighteen (18) years of age or older.

“**Common Area**” means all real property, including improvements thereto, within the Subdivision which has been allotted or assigned to the Housing Authority by the Tribe for the common use and enjoyment of Residents of the Subdivision.

“**Environmental Department**” means the Environmental Protection Office of the Tribe.

“**Heritage Villa Subdivision**” or “**Subdivision**” means the land area within the Reservation designated as the Heritage Villa Subdivision on the official maps of the Tribe.

“**Housing Authority**” means the Tunica-Biloxi Housing Authority, a public body duly established by the Tunica-Biloxi Tribe of Louisiana.

“**Lot**” means the parcel of land within the Subdivision designated by the Housing Authority as (i) available for allotment or assignment to a Tribal Member; or (ii) allotted

or assigned to a Tribal Member.

“Minor Child” means any biological or adopted child under the age of eighteen (18) years.

“Reservation” means all lands within exterior boundaries of the Tunica-Biloxi Reservation.

“Residence” means a single-family home constructed or proposed for construction on a Lot.

“Resident” means any person who resides within the Subdivision.

“Responsible Party” means a person or persons within each household who is solely or jointly with others legally responsible for compliance with these CC&R’s. Such legal responsibility shall be presumed to be vested in (i) a lessee under a lease with the Housing Authority; (ii) the equitable owner or titleholder of a Residence within the Subdivision; and (iii) the assignee or allottee of a Lot assigned or allotted by the Tribe or the Housing Authority.

“Spouse of Tribal Member” means an individual who is lawfully married to a Tribal Member.

“Surviving Spouse of Tribal Member” means the widow or widower of a deceased Tribal Member.

“Tribal Constitution” means the Constitution of the Tunica-Biloxi Tribe of Louisiana, including any amendments thereto.

“Tribal Council” means the duly elected governing body of the Tribe pursuant to the Tribal Constitution.

“Tribal Member” means an enrolled member of the Tunica-Biloxi Tribe of Louisiana.

“Tribe” means the Tunica-Biloxi Tribe of Louisiana, a sovereign Indian Nation and a federally-recognized Indian Tribe.

ARTICLE II PERSONS PERMITTED TO RESIDE IN THE SUBDIVISION

The following persons and no others are permitted to reside in the Subdivision:

- (a) Tribal Member
- (b) Spouse of Tribal Member
- (c) Surviving Spouse of Tribal Member

- (d) Child (regardless of age) who lives in the home of a Tribal Member parent.
- (e) Legal Guardian of a Tribal Member.
- (f) Adult Person (and any Minor Child of such Person) cohabiting with a Tribal Member.

**ARTICLE III
DESIGN AND CONSTRUCTION REVIEW COMMITTEE**

Section 3.1. Composition of Committee. The Design and Construction Review Committee (the “Construction Committee”) shall initially be comprised of all members of the Board of Commissioners of the Housing Authority. At any time following the Effective Date, the Board of Commissioners may change the composition of the Construction Committee, provided the Tribal Council approves such change in advance of its effective date.

Section 3.2. Purpose and Authority of Construction Committee. The Construction Committee shall have sole authority to approve the architectural design, the construction materials, the color and texture, the site plan and all plans and specifications for all homes and other buildings to be constructed within the Subdivision. No construction of any building, whether new construction or improvements or additions to existing structures, shall begin until the Construction Committee has issued a permit approving the design, construction and all other aspects of the building or improvement. The Construction Committee shall not arbitrarily or unreasonably withhold any permit or approval. All aspects of construction must be performed or monitored by licensed contractors and other licensed professionals. No Residence may be occupied until a building inspector approved by the Housing Authority has issued a certificate of occupancy.

Section 3.3. Design and Construction Guidelines. The Construction Committee shall develop written uniform standards and requirements for the design and construction of all improvements within the Subdivision. Such uniform standards and requirements (the “Design Guidelines”) shall be made available to any person who is entitled to construct a Residence within the Subdivision. The Design Guidelines shall, among other matters, (i) ensure that all homes and other buildings, including appurtenances thereto, meet minimum standards for the health and safety of all Residents; (ii) establish and preserve a harmonious and aesthetically pleasing environment within the Subdivision; and (iii) provide guidance for the efficient and orderly development of housing within the Subdivision.

Section 3.4. Industry Code Compliance. All construction shall comply with the Uniform Building Code (latest edition) and such other industry codes as required by the Construction Committee.

Section 3.5. Fencing. The plans for all fences must be approved in advance by the Construction Committee. Each Responsible Party shall be solely responsible for the

maintenance of any fence on his/her Lot. Electric, barbed wire and any other fencing that may present a public hazard is strictly prohibited.

Section 3.6. Trailers and Recreational Vehicles. No trailer home or recreational vehicle may be used as a permanent or temporary residence within the Subdivision. Modular homes set on permanent foundations may be permitted provided such structures meet the Design and Construction requirements of the Housing Authority and a construction permit has been issued by the Construction Committee.

Section 3.7. Right to Inspect. Any member of the Construction Committee or the Board of the Housing Authority shall have the right (but not the obligation) during reasonable hours to enter upon and inspect any Lot where construction is underway to determine whether or not the plans and specification for such construction have been approved and whether the construction complies with the plans and specifications as approved. In the event the inspecting person determines that the ensuing construction has not been approved or that it is out of compliance with the approved plans and specifications, he or she shall immediately report the violation in writing to the Housing Authority. Following review and consideration of the inspection report, the Housing Authority shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with the approved plans and specifications.

**ARTICLE IV
MAINTENANCE OF LOTS AND IMPROVEMENTS**

Each Responsible Party shall at all times be obligated to maintain his/her property and all improvements thereto, as well as the boundary lines of his/her Lot and the curb or edge of the pavement of the adjacent streets, so as to keep the same in a clean, manicured and safe condition. The Responsible Party's maintenance obligation shall include, without limitation, the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all debris and refuse; the removal and replacement of dead and diseased trees and plantings, the mowing, watering and upkeep of all landscaping and grass. In the event a Responsible Party fails to maintain his/her Lot as herein required, the Housing Authority shall have the right, but not the obligation, to enter upon the applicable Lot to perform the necessary work. Charges and fines shall be assessed against the Responsible Party to pay the cost of such work.

**ARTICLE V
UTILITIES**

[Reserved]

ARTICLE VI

SPECIFIC USE RESTRICTIONS

Section 6.1. Single Family Residences. Except with the prior written consent of the Housing Authority and the Tribal Council, each and every Lot within the Subdivision is restricted to one (1) single-family residence and related outbuildings and improvements.

Section 6.2. Living Area Requirements. The total living area of each single-family residence shall not be less than one-thousand (1,000) square feet.

Section 6.3. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of three (3) dogs, cats or other usual and common household pets. The Housing Authority may remove (or request that animal control officials remove) any pet, which in the sole discretion of the Housing Authority, endangers safety or health, makes objectionable noise, or constitutes a nuisance or inconvenience to the other Residents. No pets shall be kept, bred or maintained for any commercial purpose. Dogs that are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in an acceptable manner. All pets shall be registered, licensed and inoculated as required by law.

Section 6.4. Commercial Activity Restricted. Except for the conduct of work that is customarily performed in home offices, no commercial activity or any home-based business may be conducted from a Residence or on a Lot except with the prior written consent of both the Housing Authority and the Environmental Department. Any Resident wishing to conduct such restricted activity or business must make written application to each of the Housing Authority and the Environmental Department and must receive a permit to be issued under the policies, rules and regulations of each such agency. All such permitted activity shall immediately cease in the event a permit is terminated by either agency or expires without renewal.

Section 6.5. Vehicles and Parking. No junk vehicle, house trailer, commercial vehicle (including, without limitation, moving vans, trucks, tractors, trailers, wreckers, concrete mixers or buses) shall be kept on any Lot or any street within the Subdivision. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be allowed except in appropriate enclosures or parking areas within the Lot. Residents must park their vehicles in designated driveways or within garages or carport structures.

Section 6.6. Disposal of Trash. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view, except during the applicable trash pick-up period. All rubbish, trash, and garbage shall be regularly removed by a commercial collection and disposal company or by the Resident.

Section 6.7. Weapons and Fireworks. The use of fireworks, firearms and other weapons within the Subdivision is strictly prohibited. The term “firearms” includes “B-B” guns, pellet guns, and large and small firearms of all types.

Section 6.8. Grass and Shrubbery. The Responsible Party shall plant and maintain grass and shall landscape his/her Lot in a manner that creates a manicured and neat appearance. Grass and weeds shall be kept mowed, and all curbs, roadways, drives and walkways shall be kept edged. Dead or damaged trees and shrubbery shall be promptly removed or replaced. Except for flower gardens, shrubs and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of three (3) inches. In the event the Responsible Party fails to maintain his/her Lot in the prescribed manner, then the Housing Authority shall have the right to enter upon any Lot for such purpose. Charges will be assessed against the Responsible Party to pay the costs of such compliance.

Section 6.9. Maintenance of Buildings. Each Responsible Party shall, at all times, maintain all structures on his/her Lot in good repair and in a state of neat appearance. All wooden structures and appurtenances thereto must be painted or stained in a manner that prevents deterioration and that creates a coordinated and aesthetically-pleasing appearance among all structures on a Lot.

Section 6.10. Outdoor Furniture. No furniture shall be used or stored outside a Residence except furniture specifically designed and manufactured for outdoor or patio usage.

Section 6.9. Traffic Sight Areas. All Lots shall be landscaped in a manner that permits safe sight across streets and intersections. No tree, hedge, shrub planting, fence or building shall be maintained or constructed in a manner which obstructs sight lines for vehicular traffic.

Section 6.10. Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to Residents of the Subdivision. In addition, any Responsible Party who uses or permits the use of his/her Residence or Lot for any unlawful purpose including without limitation the use or distribution of illegal drugs, shall be subject to criminal prosecution and may also be subject to ejection from the Subdivision and loss of the assignment or allotment of his/her Lot, or termination of any existing lease with the Housing Authority. Any other person engaging in unlawful conduct within the Subdivision, including without limitation the use or distribution of illegal drugs, is subject to criminal prosecution and may be banned from the Subdivision and, at the discretion of the Tribal Council, from the Reservation.

Section 6.11. Leasing and Subleasing Restrictions. [Reserved]

ARTICLE VII

RIGHTS AND OBLIGATIONS OF HOUSING AUTHORITY

Section 7.1. Maintenance of Common Areas. It shall be the obligation of the Housing Authority and/or the Tribe to maintain and repair the streets, parks and other Common Areas within the Subdivision.

Section 7.2. Enforcement of CC&R's. The Housing Authority shall have the right to enforce compliance with these CC&R's by all lawful means. The Housing Authority shall publish and regularly update a schedule of fines and assessments relating to the performance by the Housing Authority of certain obligations hereunder (such as trash removal and lawn mowing) which Residents fail to perform.

ARTICLE VIII APPLICABLE LAWS AND ENFORCEMENT

Section 8.1. Applicable Law. In addition to these CC&R's, all Residents, Responsible Parties and other persons present within the Subdivision are subject to the civil and criminal laws of the Tunica-Biloxi Tribe of Louisiana, including, without limitation, the "Code of Ordinances" pertaining to housing, and all applicable State of Louisiana and Federal laws.

Section 8.2. Enforcement. The Housing Authority shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, fines, assessments and charges now or hereafter imposed by the provisions of these CC&R's. Failure by the Housing Authority to enforce any right, provision, covenant or condition which may be granted to it by these CC&R's shall not constitute a waiver or right of the Housing Authority or the Tribe to enforce such right, provision, covenant, or condition in the future. All applicable Tribal, State and Federal criminal laws shall be enforced by appropriate officials of such jurisdictions. The prevailing party in any court action to enforce these CC&R's shall be entitled to all costs, including attorney's fees.

Section 8.3. Tribal Court Jurisdiction. All civil actions under these CC&R's shall be within the exclusive jurisdiction of the Tunica-Biloxi Tribal Court. Any violation of criminal law shall be prosecuted in a Court of competent jurisdiction, whether Tribal, State of Louisiana, or Courts of the United States.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Resident Covenant of Compliance. By acceptance of an assignment, allotment of a Lot, or by execution of a lease with the Housing Authority or other Responsible Party, each Responsible Party agrees to (i) comply with all provisions of these CC&R's; (ii) ensure that all members of his/her household and all guests and invitees comply with all provisions of these CC&R's; (iii) pay all fines and other charges assessed against him/her by the Housing Authority. Furthermore, each such person agrees to the personal jurisdiction of the Tunica-Biloxi Tribal Court, and legal enforcement against him/her and all members of his/her household by Tribal Law Enforcement officials.

Section 9.2. Amendment of CC&R's. These CC&R's may be amended in whole or in part by action of the Board of Commissioners of the Housing Authority as it deems necessary or desirable to promote, protect or preserve the development of the Subdivision. Following adoption by the Housing Authority Board, any such amendment must be approved by the Tribal Council. An amendment shall take effect thirty (30) days from the date of approval by the Tribal Council; provided, however, if the Tribal Council determines that the effective date should be more immediate based on a need to address health or safety concerns, then the effective date may be appropriately set by the Tribal Council at any number of days from one (1) to twenty-nine (29) from the date of adoption by the Housing Authority Board. Copies of these CC&R's and all amendments hereto shall be mailed or hand-delivered to each Responsible Party, and shall also be posted at the offices of the Housing Authority and the Tribal Council.

Section 9.3. Severability. Invalidation of any provision of these CC&R's by judgment or court order shall in no way affect any other of the provisions, which shall all remain in full force and effect.

[END]