



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

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- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION – NOT APPLICABLE IN LOUISIANA**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION – NOT APPLICABLE IN LOUISIANA**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Loan No.:

File No.: 5227.4

Property Address: 59525 Neslo Road, Slidell, Louisiana 70460. The address is shown for informational purposes only and is not insured by the Company.

SCHEDULE A

1. Commitment Date: April 22, 2025
2. Policy to be issued:
 - a. 2021 ALTA® ALTA Homeowner's Policy of Title Insurance
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA® Loan Policy
Proposed Insured: Holder of the indebtedness secured by the mortgage to be insured pursuant to this Commitment.
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Vicki Lynne Marino and Colleen Cheryl Conroy
5. The Land is described as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Orleans Title Insurance Agency, L.L.C.

By: 
Lillian E. Eyrich
Authorized Signatory

Date Signed: May 1, 2025

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EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE PARISH OF ST. TAMMANY, STATE OF LOUISIANA, AND IS DESCRIBED AS FOLLOWS:

A CERTAIN LOT OR PARCEL OF GROUND, situated in the **PARISH OF ST. TAMMANY, STATE OF LOUISIANA**, in Township 9 South, Range 14 East, and fronting on the East Bank of Bayou Liberty, more fully described as follows:

Commencing at the junction point of the Tabary Property line and the bank of Bayou Liberty at an iron stake, as shown on survey of Gilbert & Kelly, dated February 14, 1928, a blue print copy of which survey is attached to an act before Elias Bowsky, Notary Public, dated April 18, 1940, registered in C.O.B. 147, folio 185, thence to North 85 degrees, 30 minutes East, 308 feet; thence South 1 degree 45 minutes West, 25 feet; thence South 52 degrees, 25 feet East, 257.5 feet; thence South 57 degrees West, 322 feet (title), 324 feet (actual) to the bank of Bayou Liberty; thence following the meanderings of the bank of Bayou Liberty as follows: South 82 degrees West, 68 feet, North 73 degrees, 30 minutes West, 216 feet, North 28 degrees 30 minutes West (title), North 28 degrees 09 feet 02 seconds West (actual), 49 feet; North 0 degrees 30 minutes West, 50 feet, North 72 degrees 30 minutes East, 51 feet, North 3 degrees 32 minutes East, 174.25 feet; thence North 85 degrees 30 minutes East, 9.6 feet to the iron stake, the point of beginning. All in accordance with survey by Gilbert, Kelly & Couturié, Inc., Surveyors, dated December 16, 1999.

According to a survey made by J.V. Burkes & Associates, Inc., Sean M. Burkes, R.P.L.S., dated October 6, 2020, said parcel of ground is described as follows:

Beginning at a point being the intersection of the Tabary Property line and the East bank of Bayou Liberty, thence go North 84°51'30" East a distance of 317.67 feet to a point and corner; thence go South 02°57'34" East a distance of 25.00 feet to a point; thence go South 53°07'46" East a distance of 256.30 feet to a point on the edge of Neslo Road and corner; thence go South 56°13'29" West a distance of 323.89 feet to a found 5/8" iron rod on the bank of Bayou Liberty; thence go along the bank of Bayou Liberty along the following courses: North 76°01'26" West a distance of 17.57 feet, South 54°10'29" West a distance of 29.43 feet, South 79°24'57" West a distance of 25.24 feet, North 82°32'26" West a distance of 55.00 feet, North 61°50'39" West a distance of 55.28 feet, North 78°42'55" West a distance of 77.40 feet, North 39°57'11" West a distance of 65.40, North 0°02'44" West a distance of 61.02 feet, North 61°39'22" East a distance of 36.02 feet, North 29°09'57" East a distance of 30.75, North 06°35'01" West a distance of 69.63, and North 03°58'52" West a distance of 75.50 feet, back to the point of beginning.

Note: The following is for informational purposes only and is not insured by the Company.

Improvements thereon bear municipal number 59525 Neslo Road, Slidell, Louisiana 70460.

Being the same property acquired by Colleen Cheryl Conroy, wife of/and Vicki Lynne Marino from Rebel Anne Kelley, wife of/and Charles A. Caplinger, IV by Cash Sale before David A. Martinez, Notary Public, dated October 22, 2020, recorded at C.I.N. 2234144, Parish of St. Tammany, State of Louisiana.

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Any acreage or square footage designations included within the legal description of the insured property is provided for convenience only and is not insured by the Company.

Tax Assessment Number: 105158

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Sale or other transfer by present owner to the proposed insured
 - b. Mortgage securing the loan
5. Execution at the time of the closing of the **Seller/Owner's Affidavit**.
Subject to approval by the Company, exceptions dealing with mechanics' and materialmen's liens and with rights of parties in possession of the property may be deleted if the affidavit indicates no work has been done on the property that might give rise to mechanics' and materialmen's liens and that the present owner is in possession of the property.
6. Execution of the instrument(s) creating the estate or interest to be insured by the authorized person or entity for the parties thereto, with evidence of said authority attached to the instrument.
7. Cancellation or release of record of all mortgages, judgments, liens, or other encumbrances which are listed below.
 - a. Mortgage by Colleen Cheryl Conroy, wife of/and Vicki Lynne Marino [REDACTED], Parish of St. Tammany, State of Louisiana.
8. We are informed that Colleen Cheryl Conroy, wife of/and Vicki Lynne Marino have been married but once and then to each other and are presently living and residing together. We must be informed of any change in this status and reserve the right to make additional requirements in connection with same.
9. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or servitude identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. General and special taxes or assessments for 2025 and subsequent years not yet due and payable.
Note: Taxes for the year 2024 in the amount of \$10,171.02, have been paid.
3. Rights or claims of parties in possession not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any mineral or mineral rights leased, granted, or retained by current or prior owners and all appurtenant surface rights, including servitudes, for the exploration, development, production, and removal of said oil, gas, water, and other minerals.
8. Taxes and special assessments not shown as existing liens by the public records and supplemental real estate taxes not previously assessed against the land by a taxing authority for any period before the Date of Policy.
9. The Road Home Declaration of Covenants Running with the Land Hurricane Katrina/Hurricane Rita dated August 28, 2007, recorded at C.I.N. 1656222, Parish of St. Tammany, State of Louisiana.
10. Certificate of Compliance and Act of Partial Release of Road Home Declarations of Covenants With Land Hurricane Katrina/Hurricane Rita dated March 1, 2016, recorded at C.I.N. 2016333, Parish of St. Tammany, State of Louisiana.

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11. Covenant as to Flood Insurance recorded at C.I.N. 2016333, Parish of St. Tammany, State of Louisiana. If the Property is located in a Special Flood Hazard Area under the FEMA Flood Maps or within the Special Flood Hazard Area under the Advisory Base Flood Elevations issued by FEMA, any dwelling on any part of the Property shall be insured under a policy of Flood insurance in the amount equal to the lesser of (a) the full insurable value, as determined by the Property insurer; or (b) the maximum amount of Flood Insurance coverage available under the National Flood Insurance Program, to the extent coverage can be obtained under the National Flood Insurance Program. Buyer understands that failure to maintain flood insurance means that, in the event of a future disaster, Buyer may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding. Buyer must notify subsequent transferees of the requirement to maintain flood insurance by including flood insurance notification language in subsequent written conveyance instruments. This Covenant as to Flood Insurance shall run with the Property in perpetuity or, alternatively, for the maximum period permitted by law.
12. The following matters set forth on survey by Gilbert, Kelly & Couturié, Inc., Surveyors, dated December 16, 1999, to-wit:
 - a. Rights of third parties, if any, to that portion of the land situated between the north and east boundaries and the fences located inside said boundaries.
13. Title to any portion of the land lying below the mean low water mark of Bayou Liberty.
14. Rights of the United States of America, the State of Louisiana, and the public generally in and to that portion of the land lying below the high water mark of Bayou Liberty.
15. Any change in the dimensions or area of the land resulting from changes in the location of the banks and bed of Bayou Liberty.
16. Rights of others as expressed in Louisiana Civil Code Article 501 in and to the proportional ownership of any accretion, dereliction, alluvion and/or batture adjacent to, connected with, or comprising the insured estate or any interest therein.
17. Discrepancies in the area or square footage of the land.
18. The following matters as shown on survey made by J. V. Burkes & Associates, Inc., Sean M. Burkes, R.P.L.S., dated October 6, 2020, to-wit:
 - a. Encroachment of fence onto adjacent land across the southeast boundary of the land.
 - b. Encroachment of boat house and wood dock onto the bed of Bayou Liberty.
 - c. Dereliction caused by the waters of Bayou Liberty.

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State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit

January 8, 2016

Applicant: MR CHARLES ARTHUR CAPLINGER IV or Current Homeowner
Co-Applicant Name: MRS REBEL KELLEY CAPLINGER
59525 NESLO RD
SLIDELL, LA 70460

Applicant ID: 06HH091518

Re: Compliance with Road Home Declaration of Covenants and/or Grant Agreement

Dear MR CHARLES ARTHUR CAPLINGER IV or Current Homeowner/Resident:

Our records indicate that you received Federal assistance for damages resulting from Hurricanes Katrina and/or Rita in the form of a grant from *The Road Home Program* at the property listed below:

59525 NESLO RD
SLIDELL, LA 70460

In consideration for receiving the grant, you were required to execute a Road Home Declaration of Covenants and/or Grant Agreement. This correspondence is to inform you that the State of Louisiana has determined your file to be compliant in accordance with the obligations set forth in the Road Home Declaration of Covenants and/or Grant Agreement and based upon information you provided to the Road Home Program. This compliance letter is limited to the obligations stated in the Road Home Declaration of Covenants and/or Grant Agreement.

If you have any questions, please contact *The Road Home* Compliance and Monitoring Department at **1-866-330-9253** or by e-mail at compliancehap@road2la.org. To report fraudulent activity, contact the Anti-Fraud Waste and Abuse Department at **225-330-0070** or by e-mail at antifraud@Road2LA.org.

Sincerely,

The Office of Community Development

R.10-30-14

THE STATE OF LOUISIANA
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT
HAZARD MITIGATION GRANT PROGRAM
RECONSTRUCTION/ELEVATION/INDIVIDUAL MITIGATION MEASURES

DECLARATION OF COVENANTS RUNNING WITH THE LAND
HURRICANE KATRINA/HURRICANE RITA

St. Tammany Parish 2210
Instrmnt #: 1960857
Registry #: 2340037 bdf
10/30/2014 12:25:00 PM
MB CB X MI UCC

BE IT KNOWN that on this 17th day of Jan, 2013 ("Effective Date"), before me the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

Charles Arthur Caplinger IV + Rebel Kelley Caplinger
Print Homeowner(s) Name(s)

See Exhibit "A" attached hereto and made a part hereof who declared as follows:

RECITALS

THIS DECLARATION OF COVENANTS RUNNING WITH THE LAND ("Covenants") is made by the undersigned homeowner(s) further described on Exhibit "A", all future owners of the Property, and their successors, heirs and assigns, and all other persons and parties claiming by, through or under the present and future owners, their successors and assigns (collectively, the (Owner)).

The Owner (through an assignment of rights or through inheritance) is the owner of the immovable property described on Exhibit "B" (the "Property") attached hereto. The residence located on the Property was damaged or destroyed by either Hurricane Katrina in August 2005 or Hurricane Rita in September 2005 (the "Hurricanes"). The Owner has been awarded a Hazard Mitigation Grant ("HMGP Grant") from the United States of America under the Department of Homeland Security Federal Emergency Management Agency ("FEMA") Hazard Mitigation Program ("HMGP" (HMGP Program)), under a Grant agreement executed by the Owner. The HMGP Program is being administered by the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, Hazard Mitigation Grant Program ("OCD-DRU"). The HMGP Grant is subject to all federal statutes and regulations governing the HMGP Program, and nothing herein or in the Grant agreement can alter my/our obligation to comply with those statutes and regulations and that I/we cannot receive a grant that is not in compliance with those statutes and regulations. I/we agree that neither the United States of America, the State of Louisiana nor either of their agencies or political subdivisions shall be liable for the enforcement of those statutes and regulations or acts taken in the administration of the HMGP Program.

AGREEMENTS

NOW, THEREFORE, for and in consideration of receipt of all HMGP Grant proceeds in order to mitigate future damage from hurricanes and similar natural disasters, Owner hereby makes the following Covenants and Agreements with respect to the Property, which Covenants and agreements shall constitute covenants and restrictions running with and encumbering the Property. Owner agrees that Owner will be or

OWNER AGREES THAT SECTION 4 – COVENANT AS TO FLOOD INSURANCE SHALL BE IN PERPETUITY.

These Covenants shall begin to run with the Property from and after the Effective Date.

1. Certification of Ownership of Structure and Land: The undersigned Owner(s) under oath hereby certifies/affirms that he/she/they own both the immovable property and all improvements located thereon at the aforementioned property address. The affiant(s) acknowledge that he/she/they may be prosecuted by Federal, State and/or local authorities in the event he/she/they makes or files false and/or misleading statements or documents. Additionally, in the event the mitigation measure undertaken is that of Pilot Reconstruction/Elevation/Individual Mitigation Measures, the undersigned ("Owner(s)") certify/affirm that he/she/they owned the property at the time of the event (i.e., Hurricane Katrina declaration date of August 29, 2005 or Hurricane Rita declaration date of September 24, 2005) for which funding is authorized or he/she/they gained title as a result of succession/assignment due to the death or incapacity of the property owner.
2. Covenant to complete Reconstruction/Elevation/Individual Mitigation Measures and Re-Occupy Property: The Owner(s) hereby represents and agrees to execute and complete the mitigation activities funded under this agreement in a timely fashion sufficient to satisfy the requirement that the owner re-occupy the property as his/her/their primary residence within twelve (12) months from the effective date of this Declaration of Covenants. An extension of the period for compliance with this provision may be granted by OCD-DRU to Owner upon request by Owner to extend the compliance period based on good cause and circumstances beyond Owner's control that precluded compliance with the provisions of this

section. OCD-DRU may on its own, upon evidence of reasonable efforts made by Owner to occupy the property, grant an extension of a period not to exceed twelve (12) months to comply with this provision. Evidence of such extensions must be in writing, signed by OCD and Owner, and filed into the conveyance of records in which these Covenants were filed.

Duties Accessory to Primary Covenants: In order to comply with the covenants set forth in Sections 1 and 2 above ("**Primary Covenants**"), and as duties accessory and incidental to the Primary Covenant set forth in Section 2 above, Owner covenants and agrees as follows:

3. **Covenant as to Compliance with Building Codes, Elevation Standards, Building Permits, Contractors Licensure Law, Obtaining Lien Waivers and Clearing Liens, Obtaining Construction Performance Payment Bonds and Prohibition against Contractor Incentives:** The Owner(s) agrees that:

- a. All mitigation measures (e.g., Reconstruction, Elevation or flood-related Individual Mitigation Measures (IMMs)) funded through the HMGP Grant provided through this Covenant shall be in conformance with State of Louisiana and Local Parish Mitigation Plans, as provided by 44 CFR, Part 201. Property elevation shall meet or exceed the Base Flood elevation (BFE) or Advisory Base Flood Elevation (ABFE), whichever is higher, and set forth by FEMA. The owner agrees to comply at minimum with the FEMA Digital Flood Insurance Map (DFIRM) elevation requirement in the event it is the applicable requirement for the local jurisdiction in which the property resides. The Owner(s) shall provide a copy of the Final Elevation Certificate for the Property issued by the applicable governing authority. The elevation certificate must be completed by an authorized engineer, architect, land surveyor or community official on the basis of the Flood Insurance Rate Map (FIRM) at the time of certification. Any additional mitigation repairs or replacements to any dwelling on the Property shall conform to the minimum standards set forth by the 2003 International Residential Building Code, as modified, amended, or replaced from time to time.
- b. **Louisiana Contractor Licensing Law:** Owner(s) shall be responsible for ensuring compliance with both Louisiana Contractor Licensing Law and the Louisiana Home Improvement Registration Act for mitigation work performed on his/her/their property. In addition, all mitigation work must comply and adhere to more stringent local requirements, building codes, permitting, ordinances, standards, etc., where applicable.

Owner(s) can obtain a copy of these documents at the following websites:

Louisiana Contractor Licensing Law

http://www.lslbc.louisiana.gov/pdf_files/865555_ConLawTxt.pdf

Louisiana Home Improvement Registration Act

http://www.legis.state.us/leg_docs/03RS/CVT4/OUT/0000KT1Z.PDF

Contractors shall secure all required building permits from the local governmental authority prior to commencement of reconstruction, elevation or individual mitigation measures, where applicable. The Owner(s) will provide OCD with copies of applicable Building Permits or other municipality documents as requested by OCD. A homeowner or builder affidavit shall not serve as a substitute or exemption from the licensing requirement of the builder.

The Owner(s) also hereby acknowledge and agree(s) to comply with the document submittal requirements and program guidelines as set forth by the OCD-DRU, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and FEMA.

- c. **Prohibition Against Receiving Incentives from Contractors:** As a recipient of federal funds received from the Hazard Mitigation Grant Program and administered by the Office of Community Development/Disaster Recovery Unit, I/we and any family member are prohibited from receiving anything of monetary value from the contractor (or anyone affiliated with the contractor). I/we select to perform the statement of work described in the grant document. This prohibition includes but is not limited to receiving any incentive, promotion, rebates, refunds, reduction of amounts due to the contractor, forgiveness of debt to the contractor in whole or in part, or work performed by the Contractor free of charge or at a discounted rate. I hereby certify that to date I have not received or been promised anything of monetary value in violation of this prohibition. I/we understand that past, present or future violation of this prohibition will result in the entire grant being ineligible and that I/we shall be obligated to repay all monies previously paid under my grant.
- d. **Fraud in Connection with Major Disaster or Emergency Benefits:** I will not violate Title 18, Section 1040 of the United States Code which states that whoever, knowingly falsifies, conceals, or covers up by any trick, scheme, or device any material fact; or makes any false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or representation, in any matter involving any benefit authorized, transported, transmitted,

transferred, disbursed, or paid in connection with a major disaster declaration under section 401 of the Robert T Stafford Disaster Relief and Emergency Assistance Act (42 USC 5191). The term benefit means any record, voucher, payment, money or thing of value, good, service, right, or privilege provided by the United States, a State or local government, or other entity.

- e. Waiver and Release of Mechanics and Materials Liens. Owner shall not suffer or permit any mechanics or materialman's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Owner shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on the furnishing to Lender such security or indemnity as it may require. Additionally, Owner shall obtain from Contractors and Sub-Contractors waiver or release of liens upon payment for work completed.

3.

Covenant as to Flood Insurance for HMGP Reconstruction/Elevation/Individual Mitigation Activities

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 United States Code (U.S.C.) §5170c, the Property Owner accepts the following conditions which shall encumber the property in perpetuity.

Covenant in Perpetuity: "Covenant as to Flood Insurance for HMGP Reconstruction/Elevation/Individual Mitigation Measures" listed herein shall run with the Property in perpetuity, or alternatively, for the maximum permitted by law. The OCD-DRU will not provide a release of this Covenant:

- a. The Owner shall insure all structures on the Property, that will not be demolished or relocated out of the Special Flood Hazard Area (SFHA), under a Flood Insurance policy, in an amount equivalent to the lesser of the project cost or to the maximum limit of coverage available for the Property, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.* as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
- b. The Owner will maintain all structures on the Property in accordance with the flood plain management criteria set forth in Title 44 of Federal Regulations (C.F.R.) Part 60.3 and City/County/Parish Ordinance. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation (BFE) will only be used for parking of vehicles, limited storage, or access to the structure;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation in identified A Zones must be equipped with vents permitting the automatic entry and exit of flood water.

In addition to the criteria above, enclosed areas below the Base Flood Elevation in identified V Zones, areas subject to 1.5 foot breaking waves and A Zones must not exceed 299 square feet and must be constructed with non-supporting breakaway walls. Your local Floodplain Manager will have a list of these criteria.

- c. **Notice to Subsequent Transferees:** To provide notice of these conditions to subsequent purchasers, the property Owner agrees to include in the deed of conveyance to be recorded with the parish or appropriate jurisdiction's land records a notice that includes the name of the current Property Owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County/Parish Ordinance. In addition to the criteria above enclosed areas below the Base Flood

Elevation in identified V Zones, or areas within the limit of 1.5 foot breaking wave inundations must not exceed 299 square feet and must be constructed with non-supporting breakaway walls."

- d. Failure to abide by the above notice provisions required in any subsequent conveyance instrument to subsequent purchaser of the Property ("transferee(s)") may prohibit the Owner(s) and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the owner transferring the Property ("Transferor") may be liable to repay such amounts.
- e. The Transferor(s) may be liable if he or she fails to notify transferee of this requirement. In the event of the transfer of the Property, the Owner(s)/transferor(s) shall, not later than the date on which such transfer occurs, notify the transferee in writing of the requirements to: (i) obtain Flood Insurance in accordance with applicable federal law, if the Property is not insured as of the date on which the Property is transferred; and (ii) maintain Flood Insurance in accordance with applicable federal law. Such written notification shall be contained in documents evidencing the transfer of ownership of the Property. If the transferor fails to provide notice as described above, and subsequent to the transfer of the Property: (1) the transferee fails to obtain or maintain Flood Insurance, in accordance with federal law and this Agreement; and (2) the Property is damaged by a flood disaster; and (3) federal disaster relief assistance is provided for the repair, replacement, or restoration of the Property, as a result of such damage, then the transferor must reimburse the federal government in an amount equal to the amount of the federal disaster relief assistance provided with respect to the Property.

5. Environmental Review Requirements/Compliance with Environmental Laws and Regulations

If it cannot be documented that mitigation started after the event declaration date (i.e., Hurricane Katrina declaration date of August 29, 2005 or Hurricane Rita declaration of September 24, 2005) and prior to March 16, 2008, in conjunction with any construction, elevation and/or individual mitigation measures, improvements, or repairs on the Property, an environmental report providing an assessment of such construction/elevation in accordance with NEPA requirements, must be completed on the Property before Owner commences any mitigation work. Payment of the HMGP Grant by OCD-DRU is expressly contingent on the satisfactory completion of such report. The OCD-DRU HMGP shall not be responsible for funding of remediation or other steps should there be an event of discovery of any environmental clearance issue.

The Owner(s) and hired contractor (s) shall follow and comply with Federal, State, and Local Laws and requirements set by NEPA and NHPA during execution of mitigation activities and construction/elevation of the dwelling on the property. The Owner(s) or its contractor and any subcontractor shall immediately cease construction and further ground disturbing activities should any elements of historical artifact be discovered, and notify the local jurisdictional authority and OCD-DRU HMGP. FEMA shall conduct a Special Considerations Review prior to the Owner(s) recommencing construction/elevation and/or individual mitigation activities.

6. Compliance: The Grant proceeds will be disbursed to the Owner in accordance with the terms of the Voluntary Participation Agreement (VPA) between the Owner(s) and the OCD-DRU's Hazard Mitigation Grant Program. Evidence acceptable to OCD-DRU shall include without limitation the following:
 Signed Voluntary Participation Agreement (VPA)
 Signed and Notarized OCD-DRU HMGP Covenant
 Building Permit(s)
 Square Footage Documentation (Original Structure and New Structure), (if applicable)
 Power of Attorney documentation (if applicable)
 Construction contract (if applicable)
 Paid invoices, receipts, cancelled checks, and/or notarized homeowner affidavit documenting work
 Substantial Damage document or applicable documentation that shows original structure could not withstand an Elevation
 Insurance and ICC payouts
 Inspection Photos
 Property owner shall grant authority to HMGP inspectors to access the property/home to verify the completion of the work.

Final Elevation Certificate

Building Plans, if applicable

Proof of Flood Insurance (Amount must be compliant with NFIP standards)

Certificate of Occupancy or Statement from local building inspection official that the elevation was completed to code (Note: Cos are mandatory for Reconstructions)

Work in Progress (WIP) documentation (if applicable)

Alternative Payment Option (APO) documentation, if applicable

7. **Covenants Running with the Property:** These Covenants shall constitute covenants running with the Property and shall be binding upon the Owner(s), and are intended to create negative predial servitudes, predial servitudes, and restrictions on alienation. To the extent any obligation(s) set forth in the Covenants is (are) construed by a court of competent jurisdiction not to be a negative predial servitude or predial servitude, such provision(s) shall not be severed from these Covenants but shall constitute a personal servitude(s) of and enforceable against the Owner(s) and his assignees, and remaining obligations shall be enforced as negative predial servitudes or predial servitudes.
8. **Enforcement of Covenants:** These Covenants shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America, and Owner(s) hereby agree(s) that the State of Louisiana or the United States of America may demand repayment of Grant proceeds or compel specific performance by the Owner(s) or claim injunctive relief against the Owner(s) for violation of these Covenants, without posting bond and without the need for demonstrating irreparable harm.
9. **Default Provisions:** If Owner violates the covenants contained in Sections 1 through 6 ("Defaulting Owner"), and such violation is not cured within 30 days, the entire amount of the Grant shall become due and payable, without notice or demand, by the Defaulting Owner to OCD immediately upon expiration of the 30-day cure period. The obligation to the Defaulting Owner to pay any amounts owed as a result of a breach of these Covenants by the Defaulting Owner shall not create any privilege, lien, or encumbrance on the Property. Any judgment obtained against the Defaulting Owner for a breach of the Covenants and recorded in the mortgage records where the Property is located, shall act as a judicial mortgage against the Property from and after the date of recordation.
10. **Acknowledgement of Terms and Conditions:** Owner(s) asserts, certifies and reaffirms that all information on the application, covenant rider, documentation for reimbursement provided (e.g., receipts, invoices, bank statements, canceled checks, self certification affidavits, etc) are true to the best of his/her/their knowledge. Owner(s) acknowledges that said documents provided to OCD-DRU HMGP are used to make a determination of eligibility for the HMGP Grant Award. Owner(s) certifies that all expenses claimed in connection with the owner(s)' reconstruction/elevation/individual mitigation measures application for grant proceeds were a direct result of the declared disaster(s) and for the owner(s) mitigated structure; and that the owner(s) have disclosed to OCD-DRU HMGP all insurance proceeds and other funds received from governmental agencies that classify as a duplication of benefits as compensation for damages and intended mitigation measure (e.g. elevation or reconstruction) as a result of the declared disaster. Owner(s) acknowledge that they may be prosecuted by Federal, State and/or local authorities or be asked to repay Grant proceeds in the event that owner(s) make or file false, misleading and/or incomplete statements and/or forge documents and/or supply fraudulent documents to the program in order to receive HMGP Grant disbursements. Owner(s) acknowledges notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.
11. **Severability/Construction:** These Covenants shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of these Covenants found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other Covenants contained herein. These Covenants, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the Essence. These Covenants are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

These Covenants shall be recorded in the conveyance records of the Registrar of Conveyances for the applicable Parish, Louisiana, or in the conveyance records of the Office of any Clerk of Court or Recorder for any other Parish in which the Property is located.

STATE OF LOUISIANA

PARISH Orellana

THIS DONE AND SIGNED on the 17th day of Jan, 2013, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

Witness Signature

Print Name:

Witness Signature

Print Name:

OWNER:

Homeowner Signature

Print Name:

Homeowner Signature

Print Name:

Notary Public

Print Name:

Notary No./Bar Roll No.

My Commission Expires:

CYNTHIA H. PERE

81942

NOTARY PUBLIC

JEFFERSON PARISH

COMMISSION EXPIRES

STATE OF LOUISIANA

PARISH Orellana

WIT: LIFE

THIS DONE AND SIGNED by OCD or its designee on the 17th day of Jan, 2013, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

Witness Signature

Print Name:

Witness Signature

Print Name:

STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION, OFFICE OF COMMUNITY
DEVELOPMENT

By:

Sign Name:

Name:

Print Name:

Title:

MITIGATION ANALYST

Notary Public

Print Name:

Notary No./Bar Roll No.

My Commission Expires:

CYNTHIA H. PERE

81942

NOTARY PUBLIC

JEFFERSON PARISH

COMMISSION EXPIRES

WIT: LIFE

EXHIBIT "A"

Owner Information

Road Home File No.: 06HH 091518

Owner(s): Charles Arthur Caplinger IV
Rebel Kelley Caplinger

Domicile
Address:

59525 Neslo Road
Slidell, LA. 70460

Parish:

ST. TAMMANY

OCD-DRU HMGP Information

OCD-DRU HMGP:

State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Hazard Mitigation Grant Program
PO Box 5098
Baton Rouge, LA 70821-5098

OCD-DRU HMGP Covenant
06/14/11 Revision 1

Road Home ID#

06HH 091518

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EXHIBIT "B"Immovable Property Description

Property Owner Charles A. Caplinger IV + Rebel K. Caplinger
Street Address 59525 Neslo Road
City, State Zip Code Slidell, Louisiana 70460

Deed dated _____ Recorded _____
Tax map _____, Block _____, Parcel _____
Base Flood Elevation at the site is Zone AE feet (NGVD)
Map Panel Number 225205045C, Effective Date 4/2/1991

Legal Description of Property

Please provide the written legal property description in the box below

2.51 ACS MIL SEC 38 9 14 ON EAST SIDE
OF BAYOU LIBERTY CB 147 185 CB 221 436 CB
1319 170 INST NO 1120 675 INST NO 1180593