

UNANIMOUS CONSENT OF LOT OWNERS TO
AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

BELLE TERRE II, PHASE III

The undersigned, being the owner of one hundred (100%) percent of the Lots in a residential subdivision known as Belle Terre II, Phase III, and encompassing the immovable properties described in Exhibit "A" attached hereto, and pursuant to the provisions of Article V, Section 1 for amendment of a certain Declaration of Covenants, Conditions and Restrictions previously recorded in the Office of the Clerk of Court and Ex-Officio Recorder for the Parish of St. John the Baptist, at 10:07 A.M. on October 18, 1977, at COB 113, folio 376, Entry No. 59625 hereby consents to and authorizes the Clerk of Court and Ex-Officio Recorder to remove said Declaration of Covenants, Conditions and Restrictions from the records of the Conveyance Office for the Parish of St. John the Baptist and substitute therefore the amended Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "B".

This Unanimous Consent is dated July 11, 1978.

MISSISSIPPI RIVER DEVELOPMENT CORPORATION

BY: Percy J. Vicknair
PERCY J. VICKNAIR, SECRETARY

State of Louisiana } Clerk's Office
Parish of St. John the Baptist }

I hereby certify that the above and foregoing is a true and correct copy of the original filed for record

at 11:21 AM on July 11, 1978

Booked 2-11-78 in CO Book 1520

Page 819 of the official records of
the Parish of St. John the Baptist, La.

W. J. Vicknair
Clerk of Court & Ex-officio Recorder

EXHIBIT "A"

A CERTAIN PIECE OF GROUND situated in the State of Louisiana, Parish of St. John the Baptist, portion of Section 68, T 11 S. R 7 E, and more fully described as follows:

Commencing at the intersection of the westerly right of way of Colonial Drive and the southerly right of way of St. Andrews Boulevard. Thence along said southerly right of way of St. Andrews Boulevard on a westerly direction along a curve to the left with a radius of 1771.39 feet a distance of 27.45 feet; thence along a line having a bearing of S 86° 21' 17" W a distance of 107.91 to a point, the point of beginning thence N 03° 38' 43" W a distance of 190 feet, thence S 86° 21' 17" W a distance of 41.18 feet; thence along a curve to the left with a radius of 1532.06 feet, a distance of 12.61 feet; thence S 03° 23' 10" E a distance of 96.38 feet, thence on a westerly direction along a curve to the left with a radius of 85.21 feet a distance of 41.31 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet, thence along a curve to the right with a radius of 904.12 feet a distance of 344.35 feet, thence N 02° 00' 33" E a distance of 120.50 feet, thence along a curve to the right with a radius of 789.12 feet, a distance of 44.76 feet, thence along a curve to the left with a radius of 1406.57 feet a distance of 711.03 feet, thence along a curve to the right with a radius of 120.11 a distance of 15.67 feet, thence S 10° 59' 31" W a distance of 104.17; thence along a curve to the left with a radius of 1291.57 a distance of 13.75 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37; thence along a curve to the left with a radius of 85.21 feet a distance of 50.75 feet along a curve to the right with a radius of 85.21 feet a distance 25.37 feet; thence S 82° 54' 01" W, a distance of 240.40; thence along a curve to the left with a radius of 662.48 feet a distance of 115.16; thence S 82° 54' 01" W a distance of 74.65 feet, thence along a curve to left with a radius of 1158.52 a distance of 198.25 feet, thence S 09° 08' 21" E a distance of 116.18; thence along a curve to the left with a radius of 1043.52 feet a distance of 392.11 feet, thence along a curve to the right with a radius of 584.01 feet a distance of 203.57 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet, thence along a curve to the left with a radius of 85.21 feet a distance of 50.75, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet thence S 70° 40' 36" W a distance of 138.65 feet, thence S 19° 19' 23" E a distance of 75 feet, thence N 70° 40' 37" E a distance of 138.65 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet, thence along a curve to the left with a radius of 85.21 feet a distance of 39.06 feet, thence S 24° 56' 53" E a distance of 804.58, thence along a curve to

the right with a radius of 145 feet a distance of 73.23 feet, thence S 03° 59' 15" W a distance of 258.36 feet, thence along a curve to the left with a radius of 284.06 feet a distance of 196.09, thence S 35° 33' 56" E a distance of 324.43 thence N 72° 12' 10" E a distance of 161.19 feet, thence N 07° 33' 59" E a distance of 355.67 feet, thence along a curve to right with a radius of 175.08 feet a distance of 139.06 feet, thence along a curve to the left with a radius of 204.27 feet a distance of 138.05 feet, thence N 10° 57' 37" E a distance of 496.20 feet, thence along a curve to the left with a radius of 1702.12 a distance of 218.32 feet, thence N 03° 36' 40" E a distance of 548.60 feet, thence along a curve to the left with a radius of 85.21 feet a distance of 46.16 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37, thence along a curve to the right with a radius of 1216.57 a distance of 183.29, thence S 00° 38' 12" E a distance of 695.88 feet, thence along a curve to the right with a radius of 157.40 feet a distance of 46.36 feet, thence S 16° 14' 22" W a distance of 608.75 thence along a curve to the right having a radius of 93.97 feet a distance of 107.26 feet, thence along a curve to the left with a radius of 70.47 feet a distance of 99.79 feet, thence S 00° 30' 34" W a distance of 334.03 feet, thence N 81° 38' 21" E a distance of 492.61, thence N 01° 23' 15" E a distance of 217.76 feet, thence along a curve to the right with a radius of 125 feet a distance of 171.73 feet, thence along a curve to the left with a radius of 220 feet a distance of 245.21, thence N 16° 14' 22" E a distance of 525.17 feet, thence along a curve to the left with a radius of 145 feet, a distance of 46.64 feet, thence N 34° 40' 07" E a distance of 566.48; thence along a curve to the left with a radius of 85.21 feet a distance of 44.78, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet, thence N 86° 21' 17" E a distance of 207.57 to a point, the point of beginning.

The above described property having an area of 59.679 acres.

Vendor reserves unto itself, its heirs and assigns, all of the oil, gas and other minerals underlying the above property, it being understood and agreed, however, that vendor shall have no right of ingress to the surface of the above described property for the purpose of exercising said mineral rights, such rights to be exercised solely by subsurface locations on property other than the above described property.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

BELLE TERRE II, PHASE III
(A Residential Subdivision)

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

THIS DECLARATION, made on the date hereinafter set forth by Mississippi River Development Corporation, a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. John the Baptist, State of Louisiana, hereinafter referred to as "Declarant", represented in this Declaration by its Secretary, Percy J. Vicknair, who is fully empowered and qualified to execute this Declaration on behalf of said corporation.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain immovable properties situated in the Parish of St. John the Baptist, State of Louisiana, which are more particularly described as follows:

A CERTAIN PIECE OF GROUND situated in the State of Louisiana, Parish of St. John the Baptist, portion of Section 68, T 11 S, R 7 E, and more fully described as follows:

Commencing at the intersection of the westerly right of way of Colonial Drive and the southerly right of way of St. Andrews Boulevard. Thence along said southerly right of way of St. Andrews Boulevard on a westerly direction along a curve to the left with a radius of 1771.39 feet a distance of 27.45 feet; thence along a line having a bearing of S 86° 21' 17" W a distance of 107.91 to a point, the point of beginning thence N 03° 38' 43" W a distance of 190 feet, thence S 86° 21' 17" W a distance of 41.18 feet; thence along a curve to the left with a radius of 1532.06 feet, a distance of 12.61 feet; thence S 03° 23' 10" E a distance of 96.38 feet, thence on a westerly direction along a curve to the left with a radius of 85.21 feet a distance of 41.31 feet, thence along a curve to the right with a radius of 85.21 feet a distance of 25.37 feet, thence along a curve to the right with a radius of 104.12 feet a distance of 244.89 feet, thence N 02° 00' 33" E

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The above described property having an area of 59.679 acres.

Vendor reserves unto itself, its heirs and assigns, all of the oil, gas and other minerals underlying the above property, it being understood and agreed, however, that vendor shall have no right of ingress to the surface of the above described property for the purpose of exercising said mineral rights, such rights to be exercised solely by subsurface locations on property other than the above described property.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said residential community and to this end, desires to subject the immovable property described hereinabove, to the covenants, restrictions, servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant hereby declares that all the immovable property described above shall be held, sold and conveyed, subject to the following servitudes, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the immovable property and be binding on all parties having any right, title or interest in the described immovable property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "The Subdivision" shall mean and refer to Belle Terre II, Phase III.

2. "The Properties" shall mean and refer to that certain immovable property hereinabove described.

3. "Subdivision Plats" shall mean and refer to the respective maps or plats of Belle Terre II, Phase III, recorded in the office of Clerk of Court, 29th Judicial District Court, St. John the Baptist Parish, Louisiana.

4. "Lot" and/or "Lots" shall mean and refer to each of the lots shown upon the Subdivision Plat. References herein to "the Lots in The Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

5. "Owner" shall mean and refer to the record owner, (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entities, of the complete ownership to any Lot situated upon the Properties, but, shall not mean or refer to any mortgagee unless and until said mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in The Subdivision" shall mean and refer to Owners as defined in this Declaration and all Supplemental Declarations.

ARTICLE II

Section 1. Existing Servitudes. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, certain streets and servitudes shown thereon, and such Subdivision Plats further establish dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on

the Subdivision Plat and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above servitudes for the purpose of most efficiently and economically installing the improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, servitudes for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side Lot line, which such servitudes shall have a maximum width of five (5) feet on each side of such side Lot line.

Section 3. Title to Servitudes and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created a servitude upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this servitude, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility servitudes from time to time existing and from service lines situated within such servitudes to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within the utility servitudes shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such servitudes.

Section 5. Emergency and Service Vehicles. A servitude is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Properties in the performance of their duties.

Section 6. Surface Areas. The surface of servitude areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any servitude area shall be liable to any Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

ARTICLE III

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within such thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening

devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Huey C. Tamplain, Gary R. Kerney, and Percy J. Vicknair, who by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of Architectural Control Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3. Transfer of Authority to Individual Lot Owners. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the record owners of lots in this Subdivision other than Declarant on the date occurring three (3) years from the date of the first sale of a lot in the Subdivision, or such date as thirty (30%) percent of the total number of individual lots in the Subdivision have been sold or transferred by Declarant to individual Lot Owners, whichever date first occurs. From and after the date of such assignment, the individual Lot Owners other than Declarant shall have the full

right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 5. Construction Requirements. No residential structure situated on any Lot shall have a cost of less than \$20,000, exclusively of Lot cost, based upon cost levels prevailing on the date this Declaration is recorded. It is the intention and purpose of this covenant to assure that all residential dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

Section 6a. Size of Residences. No residential structure erected on any Lot shall have more than three (3) stories, nor exceed fifty (50) feet in height. The ground area of any residence located on lots 302 through 368 inclusive, exclusive of open porches, garages, or carports, shall not be less than 2,000 square feet for a one story dwelling, nor less than 1,200 square feet for a residence of more than one story, provided that the total of actual living area shall be at least 2,200 square feet for all the residences of more than one story.

6b. No residential structure erected on any Lot shall have more than three (3) stories, nor exceed fifty (50) feet in height. The ground area of any residence located on lots 369 through 484 inclusive, exclusive of open porches, garages, or carports, shall not be less than 1,400 square feet for a one story dwelling, nor less than 800 square feet for a residence of more than one story, provided that the total of actual living area shall be at least 1,600 square feet for all the residences of more than one story.

Each residential structure shall contain a garage capable of housing at least two (2), but not more than three (3) automobiles.

Section 7. Building Location. No building shall be located nearer than twenty (20) feet to the front Lot line, or nearer than five (5) feet to any interior side Lot line, no nearer than fifteen (15) feet to any side street Lot line.

For the purpose of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of this Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

Section 8. Walls, Fences and Hedges. Walls, fences or hedges which obstruct sight lines at elevations between two (2) and six (6) feet above the roadway shall not be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The aforementioned sight line limitations shall additionally apply to any Lot within ten (10) feet from the intersection of a street property line. No tree or other foliage shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

ARTICLE IV

Building and Use Restrictions

Section 1. Residence Buildings. No building or other structure shall be built, placed, constructed, reconstructed, or

altered on any lot other than a single family residence, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot, except any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 9. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining lot unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 10. Driveways. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Section 11. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 12. Minimum Lot Area. No Lot shall be resubdivided unless such resubdivision results in each resubdivided Lot containing not less than eight thousand (8000) square feet, nor shall any building be erected or placed on any Lot having an area of less than eight thousand (8000) square feet. No building or other structure shall be erected or placed on any Lot unless said Lot has a width of at least fifty (50) feet at the front building setback line.

Section 13. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law).

ARTICLE V

General Provisions

Section 1. Duration. The covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 1986. During the initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by sixty-six and two-thirds (66-2/3%) percent of the Lot Owners, other than the Declarant, in the Subdivision and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement. Any Lot Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, and all other provisions set out in this Declaration. Failure of any Lot Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, provided that any such

amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

THUS DONE AND PASSED in multiple originals, in my office at LaPlace, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

MISSISSIPPI RIVER DEVELOPMENT CORP.

Katherine J. Calcagno

BY:

Perry J. Dickman

Darlene A. Bougeois



NOTARY PUBLIC