

RESTRICTIVE COVENANTS

FOR

LIVE OAK LANDING

PHASE III

&

1st Amendment

DECLARATION

*

UNITED STATES OF AMERICA

OF

*

STATE OF LOUISIANA

COVENANTS & RESTRICTIONS
FOR

*

PARISH OF ORLEANS

BELLE TERRE III,
LIVE OAK LANDING,
PHASE 3

*

BE IT KNOWN, that on this second (2nd) day of the month of May, 2000, before me, a Notary Public, duly commissioned in and for the Parish of Jefferson, State of Louisiana, and qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

BELLE TERRE LAND, L.L.C., a Louisiana limited liability company, (hereinafter referred to as the "Declarant"), whose tax identification is 72-1287133 and mailing address is 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, herein represented by its Manager, Standard Mortgage Corporation, herein represented by, Timothy E. Kelly, its Chief Financial Officer and duly authorized officer;

WHEREAS, Declarant is the owner of Belle Terre III, Live Oak Landing, Phase 3, St. John the Baptist Parish, State of Louisiana, which is more particularly described as Lots 8 through 10, *inclusive*, 47 through 52, *inclusive*, 73 through 75, *inclusive*, 105 through 110, *inclusive*, 112 through 117, *inclusive*, 120 through 135, *inclusive*, 137 through 142, *inclusive*, 146, and 236 through 243, *inclusive*, Belle Terre Three, Live Oak Landing, Phase III, LaPlace, St. John the Baptist Parish, Louisiana, and on the plat of survey annexed hereto, made a part hereof and identified herewith as Exhibit "A" (the "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 Property 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 Lot Owner (as hereinafter defined);

NOW THEREFORE, in accordance with La. Civil Code Article 775, *et. seq.*, and La. R.S. 9:1145, and in order to assure and maintain a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein, the Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

*Refer to map file # 539
rec. in Co B 369 / 335*

ARTICLE I

Definitions

"Corner Lots" shall mean Lots 10, 75, 107, 125 and 146, Belle Terre III, Live Oak Landing, Phase 3, LaPlace, Parish of St. John the Baptist, State of Louisiana.

"Home Owners Association" shall mean Live Oak Landing Home Owners Association-I.

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to any Lot or other portion of the Property and includes the residence and any detached garages, cabanas or pool houses.

"Lake" shall mean collectively the lake which is located on Lots 8, 105, 106, 108-110, *inclusive*, 112-116, *inclusive*, 122-124, *inclusive*, and 126-135, *inclusive*, Belle Terre III, Live Oak Landing, Phase 3, LaPlace, Parish of St. John the Baptist, State of Louisiana, which are more fully depicted on Exhibit "A", with each individually being hereinafter referred to as, a "Lake".

"Lake Lot" shall mean Lots 8, 105, 106, 108-110, *inclusive*, 112-116, *inclusive*, 122-124, *inclusive*, and 126-135, *inclusive*, Belle Terre III, Live Oak Landing, Phase 3, LaPlace, Parish of St. John the Baptist, State of Louisiana, or any other Lot which has a property line contiguous with any Lake or which contains property within the boundaries of any Lake.

"Lot" and/or "Lots" shall mean and refer to, as applicable, (i) each of the Lots which will be created upon the subdivision of the Property and (ii) any other property located within the boundaries of the Property.

"Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property.

"Open Space" shall mean "Future Green Space", as noted on the subdivision plat of Belle Terre III, Live Oak Landing, Phase 3, LaPlace, Parish of St. John the Baptist, State of Louisiana, as depicted on Exhibit "A".

"Park" or "Home Owners' Parcel" shall mean the areas designated as the "Park Area" or the "Future Green Space" on Exhibit "A".

"Park Lot" shall mean Lots 236-240, *inclusive*, Belle Terre III, Live Oak Landing, Phase 3, LaPlace, Parish of St. John the Baptist, State of Louisiana, or any other Lot which has a property line contiguous with any Park.

"Property" shall mean and refer to that certain immovable property described above and shown on the plats of survey annexed hereto as Exhibit "A".

"Restrictions" shall mean this Declaration of Covenants & Restrictions.

ARTICLE II

General Provisions

Section 2.01 General Provisions. These Restrictions shall constitute building restrictions, covenants and real rights running with the Property which are for the purpose of protecting the value and desirability of, and which shall run with, title to the Property and shall be binding on the Property, all Lot Owners and any other owners of property in or of the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, transfer or lease of such property. Invalidation of any one of these Restrictions by judgment or court order shall not affect any other Restrictions, which shall remain in full force and effect.

Section 2.02 Existing Servitudes and Servitude of Drainage. All dedications, limitations and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Property are incorporated herein by reference and made a part of these Restrictions 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 or portion of the Property.

Section 2.03 LaPlace Drainage District No.1. The Property and all Lots included therein are subject to and included within the boundaries of the LaPlace Drainage District No. 1 of the Parish of St. John the Baptist, State of Louisiana (the "LaPlace Drainage District No. 1") created pursuant to an Ordinance by the Police Jury of St. John the Baptist Parish, Louisiana, on July 28, 1983, in accordance with La. R.S. 38:1601, *et seq.* The Property and all Lots included therein are and shall be subject to all tax assessments and tax levies which may be implemented by the LaPlace Drainage District No. 1. All Lot Owners and other subsequent owners of the Property or any portion thereof do hereby acknowledge that the Property is included within the boundaries of the LaPlace Drainage District No. 1 and is and will continue to be subject to all tax assessments and tax levies which may be implemented by the LaPlace Drainage District No. 1.

ARTICLE III

Architectural Control Committee

Section 3.01 Approval of Plans. Prior to the commencement of (i) any construction or placement of any improvements or other buildings, construction, structures, fences, walls, or any other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to any of the foregoing (collectively hereinafter referred to as "Improvements"), the detailed plans and specifications of such Improvements and the landscaping of such Lot shall be submitted to and approved in writing by the Architectural Control Committee constituted as provided herein, along with a deposit of \$350.00, which deposits shall be aggregated by Lot Owner, and at no

time, shall any Lot Owner be required to have on deposit with the Architectural Control Committee at such time a sum greater than \$1,400.00. A review fee of \$100.00, or such amount as may reasonably be established by the Home Owners Association to reimburse the Architectural Control Committee for its review, shall be charged for each set of plans and specifications reviewed by the Architectural Control Committee. The Architectural Control Committee may, *but shall not be obligated to*, waive said review fee in its sole and absolute discretion. Any review fee paid to the Architectural Review Committee shall be charged against the deposit. The deposit, net of any review fee, will be returned to the Lot Owner within thirty (30) days following the delivery to the Architectural Control Committee of written notice by the Lot Owner of the completion of the Improvements and the installation of the landscaping in accordance the terms of these Restrictions; *provided, however*, if the Lot Owner fails to notify the Architectural Control Committee in writing of the completion of the Improvements within thirty (30) days following the completion of such Improvements, the deposit shall be deemed forfeited to the Architectural Control Committee, and the Architectural Control Committee shall be entitled to retain any remaining deposit and shall have no obligation or duty to return or refund the same. Failure to timely comply with the requirements of these Restrictions as determined by the Architectural Control Committee shall be grounds for the Architectural Control Committee to retain the deposit. All 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 and exterior color scheme of the materials to be incorporated into, and location of, the proposed Improvements and the location, type and height of any landscaping or any alterations thereto. In any event the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location, height and extent of fences, walls, driveways or other screening devices; the types and colors of exterior materials; the orientation of buildings on each Lot, including size and shape of the house and garage and access thereto; the architectural design of the exterior of the Improvements; and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, landscaping and topography (including the orientation of the front and rear of any such building with respect to the Lot lines). The failure to pay the review fee with the submission of the plans and specifications for the Improvements shall be deemed to be grounds for rejection of such plans and specifications by the Architectural Control Committee in its sole discretion.

Section 3.02 Committee Membership. The Architectural Control Committee shall be initially composed of three representatives of Belle Terre Land, L.L.C., 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. No member of the Architectural Control Committee shall have any personal liability or responsibility for any actions taken, or omissions by, such individual in his or her capacity as a member of the Architectural Control Committee.

Section 3.03 Transfer of authority to Home Owners Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the Home Owners Association, as hereinafter provided, or if the Home Owners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant on the date occurring ten (10) years from the date these Restrictions are recorded or such earlier date as may be chosen by the Declarant in its sole discretion. From and after the date of such assignment, the Home Owners Association, or if no Home Owners Association is then in existence, then to the majority vote of 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 3.04 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*, acceptable exterior materials and/or finishes), to act as guidelines for acceptable Improvements, but such outlines 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 3.05 Privilege. The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Control Committee (or its successors) to impose and file in the mortgage records of St. John the Baptist Parish, Louisiana, a privilege against any Lot in accordance with La. R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Architectural Control Committee. Additionally, all expenses, including, *but not limited to*, attorney's fees, incurred by the Architectural Control Committee (or its successors), the Declarant and/or the Home Owners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or in otherwise enforcing these Restrictions, and the Architectural Control Committee, the Declarant and/or the Home Owners Association shall have the right in accordance with La. R.S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses, including attorney's fees, owed by such defaulting Lot Owner to the Architectural Control Committee, the Declarant and/or the Home Owners Association.

Section 3.06 Enforcement. The Architectural Control Committee (or its successors) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure

such violations within the ten (10) day period, then the Architectural Control Committee and/or the Home Owners Association may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Architectural Control Committee. In the event a Lot Owner does not properly maintain its Lot in accordance herewith or otherwise fails to comply with these Restrictions, including, *but not limited to*, Section 4.09 hereof, the Architectural Control Committee or its employees, contractors or agents shall have the right to enter upon such Lot, whether or not the Improvements have been constructed, to eliminate a nuisance condition, to investigate any suspected or alleged violation of these Restrictions, to cause the Lot to be cleared, cleaned and mowed and have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to cure and/or correct any violation of these Restrictions, and/or to maintain the aesthetic standards of such Lot when and as often as may be necessary in its sole judgment to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each violating Lot Owner shall be personally liable and responsible for all costs and expenses, including, *but not limited to*, attorney's fees, incurred by the Architectural Control Committee, the Declarant and/or the Home Owners Association in maintaining such Lot, in enforcing these Restrictions and/or in collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Architectural Control Committee, the Declarant and/or the Home Owners Association shall be reimbursed for one hundred and fifty (150%) percent of its or their out-of-pocket costs in maintaining a Lot resulting from a violation of these Restrictions and/or in curing or correcting any violation of these Restrictions and/or in enforcing these Restrictions. The failure of the Architectural Control Committee, the Declarant and/or the Home Owners Association to enforce any restriction, covenant and/or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction(s), covenant(s) or condition(s). Additionally, the Architectural Control Committee, the Declarant and the Home Owners Association, and any officers, directors and/or employees of the foregoing, shall not have any personal liability or responsibility for enforcing or failing to enforce any restrictions, covenants or conditions herein contained. Any decisions or review by the Architectural Review Committee may be appealed to the Board of Directors of the Home Owners Association.

ARTICLE IV

Prohibited Uses

Section 4.01 Off-Street Parking. No vehicle, recreational vehicle, boat or trailer may be parked on the street fronting any Lot on a regular basis or for a period extending beyond three (3) consecutive days. All boats, trailer and/or recreational vehicles shall be parked on each Lot behind a fence or in the garage so that they are not visible from the street, the Lakes or the Park.

Section 4.02 Single Family Residential Purposes. Except as specifically provided in Section 5.19 hereinbelow: (i) all Improvements constructed on any of the Lots shall be used solely for single family residential purposes; (ii) no Lot 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 Lot Owner or his tenant and their families, and the use of Lots for a public boarding house, lodging house, hospital, or institution of any nature or kind or for any rental or lease duplex apartments, rental or lease garage apartments or other income-providing apartment use is strictly prohibited; (iii) single family "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, servant's quarter's or other appurtenant out-building or structures; and (iv) 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; *provided, however*, this prohibition shall not preclude a home office as long as no client meetings, advertising, warehousing or similar public commercial activities are conducted on, at or in connection with said home office.

Section 4.03 Temporary Structures. No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn, shed or other structure or building shall be placed on any Lot, and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location.

Section 4.04 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 Lot Owners.

Section 4.05 Signs. Except as may be approved in advance by the Architectural Control Committee, no sign or advertising device of any nature or kind, including political signs, shall be displayed to the public view on any Lot, except that any Lot Owner may display one (1) sign of not more than sixteen (16) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Section 4.06 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 4.07 Removal of Dirt and Fill. The removal of any dirt or fill from any Lot is prohibited without the express prior written consent of the Architectural Control Committee.

Section 4.08 Garbage and Refuse Storage and Disposal. All Lots and Improvements located thereon 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, and shall be maintained in a clean and sanitary condition and screened from public view. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment, except for normal residential requirements. 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. Upon completion of the Improvements, all construction 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 4.09 Lot Maintenance. All Lot Owners shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including, *but not limited to*, vacant Lots, shall at all times be mowed so that the grass shall be at a height of not greater than six (6") inches.

Section 4.10 Access. No sidewalks, driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot without the express prior written consent of the Architectural Control Committee. 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 4.11 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 4.12 Surface Areas. The surface of any servitude area for underground utilities may be used for landscaping; *provided, however*, neither the Declarant, nor any supplier of any utility or service using any servitude area, shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

Section 4.13 Satellite Dishes and Antenna Prohibited. No Lot shall have (i) television, C.B., ham or other radio antennas nor (ii) any satellite dishes in excess of twenty-four (24") inches in diameter. The location of satellite dishes smaller than twenty-four (24") inches in diameter shall be approved in writing by the Architectural Control Committee prior to installation.

Section 4.14 Mailboxes. No Lot Owner shall install a mailbox other than the standard Live Oak Landing mailbox approved by the Architectural Control Committee. All mailboxes shall be of the same design, material and color as approved by the Architectural Control Committee.

ARTICLE V

Minimum Standards for Construction

Section 5.01 Utility and Sewer. All utility lines shall be installed underground. 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. No septic tanks or sewer treatment facilities shall be located on any Lot, and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned or approved by St. John the Baptist Parish.

Section 5.02 Construction Requirements. No residence constructed on any Lot shall have a cost (including any applicable builder's profit and overhead) of less than \$75,000.00, exclusive of Lot cost, based upon cost level prevailing on the date these Restrictions are recorded. It is the intention and purpose of this covenant to assure that all residential dwellings shall be of a quality of workmanship and material 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. In the event the costs to construct a residence increases as a result of inflation, the Architectural Control Committee can establish in the future a higher minimum cost based upon the Consumer Price Index (Urban) using the date of these Restrictions as the base date.

Section 5.03 Size of Residences. No residential structure erected on any Lot shall have more than two and one-half (2 ½) stories, not to exceed thirty-five (35') feet in height measured from the finished floor elevation of the first floor. The total of actual living area of any residence constructed on the Property shall not be less than one thousand four hundred fifty (1,450 S.F.) square feet.

Section 5.04 Minimum Lot Area. All Lots shall have a minimum Lot width of sixty-five (65') feet measured at the front building set back line fronting the street with a minimum total square footage of at least seven thousand nine hundred (7,900 S.F.) square feet. All Lots shall front on streets to current specifications of St. John the Baptist Parish.

Section 5.05 Garages, Driveways, Sidewalks and Other Structures. Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of (i) a two-car garage or (ii) a two-car carport with a one hundred (100 S.F.) square foot storage area and a concrete parking area sufficient to accommodate two automobiles. In addition to the residence, detached buildings will be allowed for private garages, for utility space or storage, for playhouses or for pool side cabanas; *provided, however*, that the maximum area occupied by such detached buildings shall not exceed ten (10%) percent of the total square footage of the Lot, and *provided, further*, that any such detached building shall be of the same architectural quality as the main dwelling. If a garage or carport is enclosed, the Lot Owner shall construct a two-car garage or a two-car carport with a storage area to replace the enclosed area, and the enclosed garage or carport area shall be of the same architectural quality as the main dwelling. Except as specifically provided in Section 5.11 hereinafter, no metal buildings nor buildings with metal roofs are permitted. No driveway, sidewalk or pavement shall be located nearer than one and one-half (1.5') feet to any side Lot line within the front and rear setback

lines. Driveways, sidewalks and/or pavement may be located no nearer than six (6") inches of the side of the Lot line within the side yard, and drainage runoff from such shall be addressed in such a manner so as to not negatively impact the adjoining Lot. There shall only be one driveway per Lot, provided that a circular drive shall be considered one (1) driveway. All driveways shall have a minimum width of twelve (12') feet and a maximum width of twenty-four (24') feet. Side-facing garages shall be setback eighteen (18') feet from side Lot lines. Garages may face the street. The Architectural Control Committee must approve all plans and specifications for any driveway, garage or other detached improvements prior to the commencement of construction. All Lots Owners must install a four (4') foot-wide sidewalk, seven (7') feet parallel to the street curbs along all street right-of-ways abutting each Lot.

Section 5.06 House, Slab and Grade elevation. The minimum slab or floor elevation of a residence on any Lot shall be eighteen (18") inches above the crown of the road immediately in front of the Lot and the maximum slab or floor elevation of a residence on any Lot shall be forty-eight (48") inches above the crown of the road immediately in front of the Lot. Lots may be filled by the owner, *provided, however*, no Lot may be filled to a level higher than eighteen (18") inches above the crown of the street fronting such Lot. Thereafter, the slab shall be veneered through the use of brick ledges or other approved detail; *provided, however*, the slab shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab. Prior to pouring the slab or laying the foundation and immediately thereafter, the Lot Owner shall provide to the Architectural Control Committee a grade letter signed by a licensed surveyor evidencing that these requirements have been satisfied.

Section 5.07 Drainage. Each Lot shall be sloped and graded in accordance with a subdivision drainage plan to be approved by Declarant and the Parish of St. John the Baptist. No drainage of any Lot shall be altered without the express prior written consent of the Architectural Control Committee. No slope shall be greater than four (4) horizontal to one (1) vertical. (4:1 slope).

Section 5.08 Setbacks. No Improvements shall be located on any Lot nearer than twenty-five (25') feet to the front Lot line facing the street. On Corner Lots, Improvements may be constructed and located either (i) with a twenty-five (25') foot side street setback and a ten (10') foot interior side Lot line setback or (ii) with a fifteen (15') foot side street setback and a twenty (20') foot interior side Lot line setback. No Improvements (other than fences) shall be located nearer than ten (10') feet to an interior side Lot line, provided that Improvements may be located up to five (5') feet to an interior side Lot line as long as the Improvements located on the adjoining Lot are at least ten (10') feet from such interior side Lot line thereby maintaining at all times at least a fifteen (15') foot minimum setback from all Improvements located on adjoining Lots. No residence shall be located on any Lot nearer than twenty (20') feet to the rear Lot line. No detached building shall be located nearer than ten (10') feet to the rear Lot line. No improvements, other than fences, shall be located on Lake Lots nearer that twenty (20') feet to the water's edge. No improvements, other than fences, shall be located on Park Lots nearer than twenty (20') feet to the rear Lot lines. All residences must face the front street Lot line, with the front street Lot line on Corner Lots being the one with the shortest dimension. All measurements shall be from the sill lines to the edge of the Lot lines or the water's edge, as shown on Exhibit

"A". All building setbacks must additionally conform to the St. John the Baptist Parish Zoning Ordinance which may impose stricter setback requirements than those specified herein. The Architectural Control Committee may grant waivers or variations to these requirements which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

Section 5.09 Fences. No fence shall be constructed on any Lot without first obtaining written approval of the Architectural Control Committee. No fence or wall shall be located within the front yard setback on any Lot nearer to any street than the point located ten (10') feet towards the rear Lot line from the front sill of the residence. No fence or wall shall be located on any Corner Lots closer than twenty-five (25') feet to the side street Lot line. As to vacant and unimproved Lots which do not have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than thirty-five (35') feet from the front Lot line facing the street; as to vacant and unimproved Lots owned by an adjoining Lot Owner, no fence or wall shall be permitted to extend nearer than the fence on the adjoining Lot with common ownership. No fence shall be greater than six (6') feet in height and shall be constructed of brick, stucco, wrought iron, redwood, cedar or similar construction. Chain link, wire or unfinished concrete or cinder blocks or other unsightly fencing is prohibited. All fences parallel or coterminous to the Parks or the Lakes shall have a maximum height of forty (40") inches if the fence is an open-style wood picket fence or a maximum height of six (6') feet with at least five (5") inches between each wrought iron spear if the fence is a wrought iron. No fence parallel or coterminous to any of the Lakes shall be located nearer than fifteen (15') feet from the water's edge of such Lake. Any fence perpendicular to or approaching any of the Lakes or the Parks and located nearer than twenty (20') feet from the water's edge of such Lake or from the rear Lot line for Park Lots shall have a maximum height of forty (40") inches if the fence is an open-style wood picket fence or a maximum height of six (6') feet with at least five (5") inches between each wrought iron spear if the fence is wrought iron. Fences may be constructed of solid material, such as brick, stucco, redwood or cedar, on side Lot lines no closer than twenty (20') feet to the rear Lot lines for Park Lots or twenty (20') feet to the water's edge for Lake Lots. Fences on Corner Lots which face the side street may be constructed of solid material, such as brick, stucco, redwood or cedar. All frame work for any fence must be on, and face, the interior side of the Lot requesting to be fenced.

Section 5.10 Use of Lakes. No person, including any Lot Owners or occupant of any Lot, shall use a canoe, paddle boat or a motorized vessel or boat on the Lakes at anytime or do any act which could erode the banks or otherwise jeopardize the aesthetics of the Lakes, the Property or any Lot. No person shall drain or place any hazardous or petroleum-based chemicals or materials into the Lakes or otherwise pollute the Lakes. Fishing shall not be allowed in the Lakes.

Section 5.11 Roofs. The minimum roof pitch for all residences shall have a vertical rise of at least six (6") inches for each twelve (12) horizontal inches, unless otherwise approved in advance by the Architectural Control Committee. Roof material, at minimum, shall be an asphalt seal-tab shingle.

Section 5.12 Floor Plans/Elevations. Builders may repeat the floor plan of a residence every third (3rd) Lot (with at least one (1) Lot between each floor plan) and not on a Lot directly across the street. If a floor plan to a residence is built on the same street, at least five (5) changes must be made to the front elevation only.

Section 5.13 Landscaping. All landscaping shall be installed upon the substantial completion of the residence and prior to sale of any Lot by any Lot Owner, including, *without limitation*, a home builder. The front yard of each Lot, including, *without limitation*, Corner Lots, and side street yards on Corner Lots must be completely sodded prior to sale of any Lot by any Lot Owner, including, *without limitation*, a home builder. At a minimum, each Lot with a residence must have fifteen (15) three (3) gallon shrubs and two (2) two and one-half (2 ½") inch caliper size trees planted in the front yard. If the landscaping is not installed upon the substantial completion of the residence, the Architectural Control Committee shall have the right, *but not the obligation*, to cause such landscaping to be planted, and such Lot Owner shall be liable to pay to the Architectural Control Committee one hundred and fifty (150%) percent of the out-of-pocket costs of the Architectural Control Committee to install such landscaping, plus any attorney's fees or other costs incurred by it in collecting such sums from the Lot Owner.

Section 5.14 Basketball Goals. No basketball goal shall be installed on or beyond the front facade of any residence or within the front yard setbacks. On Corner Lots, a basketball goal may be installed beyond the side street facade of the residence, but not within the side yard setback.

Section 5.15 Raised Decks. Any raised deck and its supports shall be constructed of materials which relate to the residence, such as wood, brick or stucco. The bottom of any deck must be skirted and trimmed. No deck or terraces shall be constructed at a height in excess of thirty (30") inches from the existing Lot grade elevation. No deck shall be constructed within the rear yard setbacks.

Section 5.16 Swimming Pools. All swimming pools situated on any Lot shall be of an in ground construction or type, and no raised pools shall be permitted or allowed on any Lot at any time.

Section 5.17 Exterior Finishes. At minimum, the front and two (2) sides of all residences and detached buildings shall be constructed of masonry or stucco or such other material as may be approved in advance by the Architectural Control Committee. Vinyl siding may be used on the rear of a residence, excluding residences on Lake or Park Lots. The rear of residences on a Lake or Park Lots must have, *at a minimum*, forty (40%) masonry or stucco, with vinyl siding permitted on the remaining. Vinyl siding can be used on gables and bays of a residence in conjunction with masonry or stucco.

Section 5.18 Water's edge Improvements. All Lake Lot Owners shall have the obligation to maintain the shoreline of its Lake Lots as it may be eroded or otherwise affected by the Lakes. A fiberglass or marine grade wooden bulkhead or a rock/limestone revetment may be installed on any Lake Lots at the water's edge, as shown on Exhibit "A" (hereinafter referred to

as "Water's Edge Improvements"). No Water's Edge Improvements, including, *but not limited to*, bulkheads or revetments, shall be constructed on any Lake Lot without receiving the express prior written approval of the Architectural Control Committee to the plans, specifications and location of such improvements. All Water's Edge Improvements shall not exceed forty (40") inches in height from the normal water level of the Lakes and shall not be built into the Lakes any deeper than the water's edge as shown on Exhibit "A". No Lake Lot Owner shall create a larger Lake Lot by filling any portion of a Lake Lot or by building Water's Edge Improvements past the water's edge as shown on Exhibit "A".

5.19. Model/Sales Home. Builders may construct a model/sales home on any Lot by complying with the Restrictions and by obtaining the approval of the Architectural Review Committee prior to construction. Further, the construction and the activities of the Lot Owners, the builders, their agents, employees, contractors, subcontractors, successors and/or assigns shall be in compliance with these Restrictions and the guidelines imposed from time to time by the Architectural Review Committee.

ARTICLE VI

Home Owner's Association

Section 6.01 Home Owners Association. In accordance with the provisions of La. R.S. 9:01145, *et seq.*, Declarant, as Owner of the Property, has created the Live Oak Landing Home Owners Association - I (hereinafter the "Home Owners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201, *et seq.* Upon the purchase of a Lot, a Lot Owner will become a member of the Home Owners Association.

Section 6.02 Duties. The Home Owners Association will (i) maintain and oversee the maintenance of the entry system, Open Space improvements and fence along St. Andrews Boulevard, and maintenance, mowing and landscaping of the neutral grounds and other common areas located in the Property, including, *if needed*, the dredging of the Lakes, (ii) assist the Architectural Control Committee in policing and otherwise enforcing these Restrictions and the ordinances of the Parish of St. John the Baptist, including, *but not limited to*, enforcing the requirements provided in Section 4.09 and (iii) provide such other services as may be decided by its Board of Directors which relate to the aesthetics of the Property. Additionally, the Home Owners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

Section 6.03 Dues. All Lot Owners, other than the Declarant, will be assessed quarterly dues in the amount equal to the total expenses of the Home Owners Association divided by the number of Lots, with an initial amount of \$40.00, to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. Dues may be increased or reduced at the annual meeting of the Home Owners Association or at any special meeting called for such purpose in accordance with the By-laws of the Home Owners Association. The Declarant shall not be obligated to pay any dues to the Home Owners Association.

Section 6.04 Lien Rights. The Declarant hereby imposes upon all of the Lots the right of the Home Owners Association, the Declarant and/or the Architectural Control Committee to impose and file in the mortgage records of St. John the Baptist Parish, Louisiana, a privilege against any Lot in accordance with La. R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Home Owners Association. All expenses, including all reasonable attorneys fees, incurred by the Home Owners Association, the Declarant and/or the Architectural Control Committee in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or in otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner, and the Home Owners Association, the Declarant and/or the Architectural Control Committee shall have the right in accordance with La R.S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Home Owners Association, the Declarant and/or the Architectural Control Committee, which shall include all attorneys fees incurred by the Home Owners Association, the Declarant and/or the Architectural Control Committee in enforcing these Restrictions against the defaulting Lot Owner. Additionally, the Home Owners Association, the Declarant and/or the Architectural Control Committee shall have the right in accordance with La. R.S. 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the payment of any dues or repayment of other expenses, including attorneys fees, owed by such Lot Owner to the Home Owners Association, the Declarant and/or the Architectural Control Committee.

ARTICLE VII

General Provisions

Section 7.01 Duration. These Restrictions shall run with and bind the Lots and the other property in the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee and/or the Home Owners Association, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2051. Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at anytime by mutual agreement by and between both Declarant and such Lot Owners (other than Declarant) owning in the aggregate at least fifty-one (51%) percent of the Property subject to these Restrictions, pursuant to an agreement duly executed by and between both Declarant and such Lot Owners (other than Declarant) owning in the aggregate at least fifty-one (51%) percent of the Property subject to these Restrictions and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana; *provided, however*, Declarant shall have the sole right to unilaterally amend these Restrictions pursuant to an agreement duly executed by Declarant and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana, within two (2) years following the date hereof. Notwithstanding the foregoing, these Restrictions may be unilaterally amended by the Declarant in its sole discretion at any time during the initial term hereof for the purpose of including hereunder, and imposing these or additional Restrictions upon, any future phase of Belle Terre III, Live Oak Landing, LaPlace, Parish of St. John the Baptist, State of Louisiana.

Section 7.02 Interpretation. If these Restrictions 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 these Restrictions shall govern.

Section 7.03 Notices. Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

Section 7.04 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 7.05 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

Section 7.06 Governing Law. These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana, without reference to the conflicts of law principles thereof.

THUS DONE AND PASSED, in multiple originals, in my office in New Orleans, 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 the whole.

WITNESSES:

Alaine Laguerre

Janice L. Garner

BELLE TERRE LAND, L.L.C.

By: Standard Mortgage Corporation

Its: Manager

By: *Timothy E. Kelly*
Timothy E. Kelly
Chief Financial Officer

V. M. Wheeler III

NOTARY PUBLIC

My Commission is Issued for Life.

12:07 p.m. on 5-3-2000
205838 369 472
From the records of St. John the Baptist Parish, Louisiana
In testimony whereof, I place my hand on the 3rd day of May, 2000
at New Orleans, Louisiana
Alaine Laguerre