

RESTATED DECLARATION

OF

RESTRICTIVE COVENANTS

INDIGO ESTATES

THE GLADE SUBDIVISION

ST. JOHN THE BAPTIST PARISH, LOUISIANA

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

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BE IT KNOWN, That on this 15th day of the month ofMay, 1989,

BEFORE ME, JUDITH OTERO, A Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned good and competent witnesses;

PERSONALLY CAME AND APPEARED:

LANDMARK LAND COMPANY OF LOUISIANA, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of St. John the Baptist, represented herein by Joseph M. Scontrino, III, Vice President, duly authorized by virtue of the corporate resolution, a copy of which is attached hereto and made a part hereof and marked as Exhibit "A" for identification (hereinafter referred to as "Declarant");

Who declared that it is the owner and developer of seventy (70) lots contained within certain real property situated in the Parish of St. John the Baptist, Louisiana, known as "Indigo Estates," described as Lots 1-72, the GLADE SUBDIVISION, PARCEL E, Phase 3, Section 64, Township 11 South, Range 7 East, St. John the Baptist Parish, Louisiana, per plan of Engineering Concepts, Inc. dated September 10, 1985, and hereinafter known as the "Subdivision".

Being a portion of the same property which was acquired by Landmark Land Company of Louisiana, Inc. from the T. L. James & Company, Inc. by Act of Sale before Susan M. Innes, Notary

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Public, dated November 18, 1988, registered in COB 244, Folio 67, St. John the Baptist Parish, Louisiana.

WHEREAS, Declarant desires to create thereon a residential community (which residential community will include a lake for the benefit of the members of Indigo Estates Homeowners Association, Inc.) and to provide for the preservation of values and amenities in said community and for the maintenance of said lake and pursuant thereto to subject the Property to the covenants, conditions, restrictions, servitudes, charges and liens hereinafter set forth.

Appearer desires to protect its interest in and to the herein described Property and further desires to protect the interests of any and all future owners of said Property and for that purpose it does by these presents place and impose upon said Property the following restrictive covenants which shall run with the land and shall be binding upon and enure to the benefit of any future owners of said lots in said Subdivision, their heirs, executors, successors and assigns, to wit:

ARTICLE I

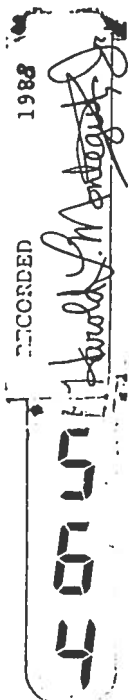
REVOCATION OF PRIOR RESTRICTIONS

Declarant hereby revokes all covenants, conditions and restrictions to which the Properties might be subject prior to the recordation of this Restated Declaration of Restrictive Covenants. To the extent that such might be necessary, to accomplish this intent, this section shall be deemed to take effect prior to every other provision in this Restated Declaration of Restrictive Covenants.

ARTICLE II

DEFINITIONS

2.1 Architectural Control Committee shall mean and refer to the Architectural Control Committee of Indigo Estates, as set forth in Article 4 hereunder.



2.2 Association shall mean and refer to Indigo Estates Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Louisiana, its successors and assigns.

2.3 Common Areas shall mean all real property, and the improvements and/or excavations thereon, owned or leased by the Association, or over which the Association has a servitude, or over which the association may acquire an interest, and intended to be utilized for the common use and enjoyment of members, which shall be deeded to the Association at such time that the Subdivision Map of the Subdivision in which such property is located is recorded in the Office of the Parish Recorder of St. John the Baptist Parish, Louisiana.

2.4 Declarant shall mean Landmark Land Company of Louisiana, Inc., and its expressly designated appointees, if any, and its successors and assigns; provided, however, that no successors or assignee of the Declarant shall have any rights, powers, or duties of the Declarant hereunder unless such rights, powers and duties are specifically set forth in the instrument of succession or assignment or unless such rights, powers and duties pass by operation of operation of law.

2.5 Lot shall mean and refer to any plot of land shown upon any recorded Subdivision Map of the properties, with the exception of the Common Areas as heretofore defined, and any unit that may be created under applicable state law, as such may be amended from time to time.

2.6 Member shall mean every person or entity who qualifies for membership in the Association, pursuant to this Declaration.

2.7 Owner shall mean one or more persons or entities, including contract sellers, who alone, collectively or cooperatively own a Lot, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgagee, unless and until such person or entity has acquired title pursuant to foreclosure or

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any proceeding in lieu of foreclosure.

2.8 Properties shall mean and refer to that certain real property heretofore described, which is initially subject to this Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of this Declaration.

ARTICLE III

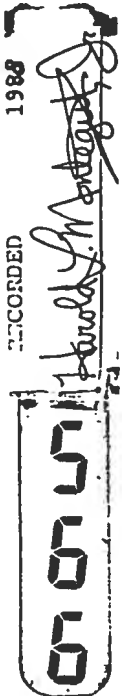
SERVITUDES, DEDICATIONS, RESERVATIONS AND RESTRICTIONS

3.1 Existing Servitudes, Dedications, Reservations and Restrictions.

The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations set forth therein, the streets and servitudes shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties. All servitudes, dedications, reservations and restrictions shown on the recorded subdivision maps and final plats of the Properties and all grants and dedications of servitudes and related rights affecting the Properties are incorporated herein by reference and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof, whether specifically referred to therein or not.

3.2 Changes and Additions.

Declarant reserves the right, without the consent of any Owner or other person or entity, (a) to make changes in and additions to the servitudes shown on the recorded subdivision maps of the Properties for the purpose of most efficiently and economically installing the improvements, and (b) 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 service to the Properties, along and on all the perimeters of all



Lot lines and on the front and rear Lot lines, which such servitudes shall have a maximum width of five (5') feet on each side of such side Lot line.

3.3 Installation and Maintenance of Utilities.

There is hereby created a servitude upon, over and under all of the Properties within the public utility servitude for ingress thereto and egress therefrom 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 thereon, on, above, across and under the properties within the public utility servitude from time to time existing and from service lines situated within such servitudes to the point of service on and in any structure. Notwithstanding anything contained in this paragraph, no sewer lines, electrical lines, water lines, or other utilities or appurtenances thereto within the public utility servitude may be installed or relocated on the Properties until approved by developer. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other Lots.

3.4 Servitude Surface Areas.

The surface of servitude areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, the utility companies furnishing services shall have the right to remove or trim all trees, shrubs or any other obstruction situated within the utility servitudes shown on the subdivision maps of the Properties. 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 by their respective agents, employees, servants or assigns, to

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lawns, shrubbery, trees, flowers or any other property of the Owner located within the servitude area as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

4. Architectural Control Committee.

4.1 Building and plot plans as hereinafter described must be submitted to and be approved in writing by an Architectural Control Committee as hereinafter set out before commencing any building operation. The following shall be submitted:

(a) Plot plan setting forth ground floor or slab elevations in relation to street or curb grades for all structures erected, altered, placed, assembled or permitted to remain on any lots in said Subdivision, including any dwelling, garage, carport, porch, storage building and mechanical or utility installation;

(b) Plan of lot line fencing or plan of lot fencing attached or related to any dwelling, garage, carport, porch, storage building and mechanical or utility installation involving the lot drainage pattern, paving, floors, walls, roof or window and door openings.

4.2 The scope of such Committee approval shall include the style, design, appearance and location of the various elements covered by the required plans and such written approval shall be conclusive evidence of such approval and may be recorded in the office of the Parish Recorder of said Parish, but such approval shall not have the effect of, or be construed as, in any manner modifying, altering, or waiving any of the provisions, conditions, covenants, or restrictions set out herein. The Architectural Control Committee shall not be liable to any person for failure to approve or disapprove submitted plans and specifications. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. The Architectural Control Committee shall have the



right to modify, amend, or waive setback requirements and any other requirements contained within these restrictive covenants.

4.3 Neither the Declarant, its successors or assigns, nor the Committee, nor any member thereof, shall be held responsible for any loss or damage, nor be liable in any manner whatsoever for any errors or defects which may or may not be shown on said plans and specifications, or in any building or structure erected in accordance with such plans or specifications or otherwise.

4.4 The Architectural Control Committee shall act without compensation and shall be comprised of three persons initially appointed by the Declarant or subsequently elected by the record owners of the lots in said Subdivision. The Declarant hereby initially appoints as members of said Committee Taylor J. Casey, Joseph M. Scontrino, III, and Mark Tamplain. The Declarant, its successors or assigns shall at all times have full power to remove any members of said Committee and to make appointments to fill any vacancy or vacancies in the membership of said Committee until such time as it relieves itself, as hereinafter set out, of the obligation of appointing and maintaining said Committee, whereupon the record owners of the lots in said Subdivision shall be vested with the full power to appoint a Committee together with the power of removal and appointment. No removal or appointments of any member or members of the Architectural Control Committee or the appointment of a new Committee, comprised of other than the three persons hereinbefore named, shall be effective until there has been executed and recorded in the office of said Parish Recorder, a written notice of such appointment or removal, as the case may be, containing appropriate reference to the declaration, and such recordation shall impart notice to all persons of the matters therein set forth. The Declarant, its successors or assigns, shall relieve itself of the obligation of appointing and maintaining said Committee by filing in the office of the Parish Recorder, a notice of surrender of such powers held by it as soon

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as construction has been completed on all the lots in said Subdivision, whereupon such powers shall be vested in the record owners of the lots in said Subdivision.

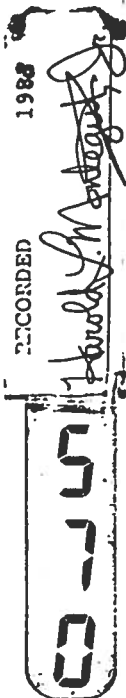
ARTICLE V

BUILDING AND USE RESTRICTIONS

5.1 The main building on any lot in said Subdivision shall be constructed or assembled on said lot and not moved thereon from elsewhere, and no alteration, modification or change shall be made to any such main building until the style, design, appearance and location thereof shall have received the written approval of at least two (2) members of said Architectural Control Committee, provided; however, if no Committee is in existence or if said Committee fails to approve or disapprove such style, design, appearance or location within thirty (30) days after such plans have been submitted to it (accompanied by written application for such approval), or if no suit to enjoin the alteration, modification or change has been commenced prior to the completion thereof, then such approval, provided all other requirements contained herein are complied with, shall not be required.

5.2 No residential structure shall be located nearer than twenty (20) feet to the front property line or nearer than ten (10) feet to any side street line. No detached residential structure, other than a detached garage or any other out-building located sixty (60) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

5.3 No detached residential structure shall be erected or placed on any residential building plot or lot in said Subdivision which has an area of less than five thousand (5,000) square feet, or a width of less than fifty (50) feet at the front building setback line. Furthermore, no hedge, fence or wall in

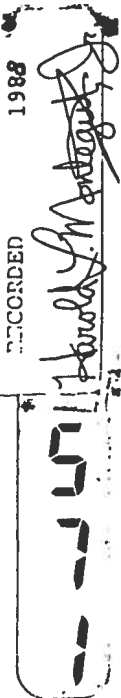


excess of three (3) feet in height shall be maintained within the front setback lines. For the purpose of these covenants any parcel under one ownership or single holding, incorporating parts of two adjoining lots, or a part of one, or all of one lot and a part or parts of one or more adjoining lots, the total area of which is not less than five thousand (5,000) square feet, excepting as hereinafter provided, or any lot so designated as such on the record map of said Subdivision shall be deemed to be a single lot.

5.4 No lot in said Subdivision shall be used for any purpose other than residential. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, excepting as hereinafter provided, not exceeding three levels in cross section, and a private garage or carport for not more than three (3) cars and other structurally connected or architecturally related accessory structures.

5.5 No single family dwelling shall be permitted on any lot at a total cost of less than Thirty Thousand Dollars (\$30,000), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all 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 as the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of any dwelling unit, exclusive of one-story porches and garage or carport on lots, shall be not less than one thousand four hundred (1,400) square feet for a one-story single family detached dwelling.

5.6 The ground floor area of any dwelling unit, exclusive of one-story open porches and garage or carport on lots shall not be less than eight hundred (800) square feet for a single family detached dwelling of more than one story, provided that the total of actual living area shall be at least



one thousand four hundred (1,400) square feet for all the residences of more than one story.

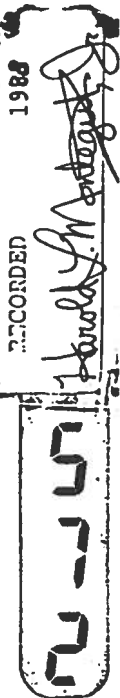
5.7 It is expressly stipulated that the use that any lot within the Subdivision of or for a public boarding house, lodging house, sanatorium, hospital, asylum or institution or any kindred nature, anything which may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential", as used herein in Paragraph 5, but residential purposes: shall be deemed to indicate and include an appurtenant private garage building, servant's quarters or other appurtenant out-building or structures.

5.8 All structures must provide a minimum of two off street paved parking areas.

5.9 No garage, carport, basement, out-building, shack, barn, tent, house trailer or temporary structure placed or maintained on any lot in said Subdivision shall at any time be used or occupied as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling on any lot in said Subdivision shall be occupied while in course of construction nor until made to comply with all conditions set forth herein, nor shall any trailer, camper or motor home be parked on the front one-half of any lot; corner lots for the purposes of this condition shall be deemed to front upon each street.

5.10 No vehicle of any kind shall be parked on any portion of any lot except the paved drive. The utilization of any portion of said lot for performing repair work on any vehicle is expressly prohibited.

5.11 No sign of any kind shall be placed on any lot except one sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise the property during the construction and sales period.



5.12 No noxious, illegal or offensive trade or activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no lot in said Subdivision shall be used or maintained as a dumping ground for rubbish, and there shall not at any time be permitted or maintained, any cattle, horses, hogs, goats, rabbits, poultry, insects, reptiles or similar livestock on any lot in said Subdivision.

5.13 No derrick or other structure designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious metals or minerals shall ever be erected, maintained, or permitted upon any lot in said Subdivision.

5.14 Excepting for the purpose of actual construction upon such lot, no sand, gravel or soil shall be removed from any lot in said Subdivision; provided, however, that the Declarant, its successors or assigns, in carrying out the improvement and development of said property, shall have the right to remove or add to any soil on any lot in said Subdivision, and shall have the right of ingress and egress upon all lots for the purpose of grading and excavating thereon, or construction and completing the street improvements, installation of public utilities, and to do any and all other things necessary to complete the said general plan of improvement. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any lot in said Subdivision by other than a slope of one and one-half (1 1/2) feet horizontal to one (1) foot vertical; provided, however, that nothing in this paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, its successors or assigns, in carrying out the development and improvement of said property.

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5.15 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall 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 fifteen (15) 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 same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

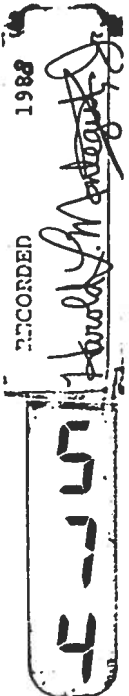
ARTICLE VI

COMMON AREAS, HOMEOWNERS ASSOCIATION

6.1 Property Rights.

(a) Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (ii) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;



(b) Swimming and Boating. No swimming or wading shall be permitted in Indigo Lake. Boating shall be permitted in Indigo Lake provided that the boats are powered either by the wind or by the occupant. No boats or other watercraft powered by motor or engine shall be permitted on Indigo Lake.

(d) Obstructions and Excavation. No obstructions, such as piers or jettys, may be erected in such manner as to encroach upon the Common Areas, nor shall any excavation along Indigo Lake be permitted.

6.2 Association Membership and Voting Rights.

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(b) The Association shall have two classes of voting membership:

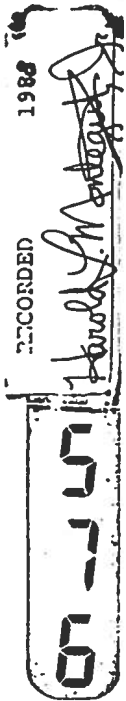
(i) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership, or
- (2) December 31, 1995.

6.3 Covenant for Maintenance Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against



which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Notwithstanding anything to the contrary, as long as Declarant (or any of its affiliates) is the Owner of any Lot within the Properties, Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Lots owned by it, as if it were a Lot Owner, or (ii) not pay any Assessments and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Declarant. The deficit to be paid under (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees), and (b) the sum of all monies receivable by the Association (including without limitation, Assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year (s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Association by written notice to such effect to the Secretary of the Association. If Declarant at any time elects option (i) above, it shall not be deemed to have elected option (ii). When all Lots within the Properties are sold and conveyed to purchasers and there is no remaining Residential Property within the Properties, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

(c) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to

promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

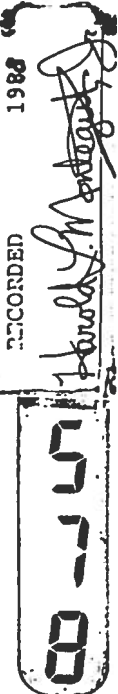
(d) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED TWENTY AND NO/100 (\$120.00) DOLLARS per Lot.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of seventy-five (75%) percent of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

(e) Notice and Quorum for Any Action Authorized under Section 6.3(d). Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3(d) shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute



a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

(g) Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the legal rate of interest in effect on the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may

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waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

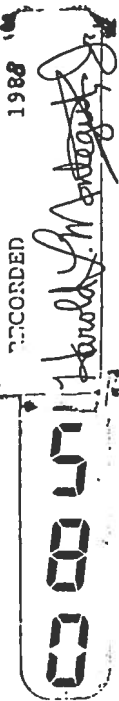
(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

GENERAL PROVISIONS

7.1 Term. These conditions are to run with the land and shall be binding upon all parties and all persons claiming under them, subject to the right of change or modification hereinafter provided for, until December 31, 2009, and shall as then in force be continued automatically and without further notice for a period of ten (10) years, and thereafter for successive periods of ten (10) years each, without limitations, unless within six (6) months prior to December 31, 2009, or within six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than one-half of the lots in said Subdivision (but excluding the necessity for execution of said agreement by any holder, mortgages, or trustee of any mortgage or deed of trust) is placed on record in the Office of the Parish Recorder, St. John the Baptist Parish, Louisiana, by the terms of which agreement said conditions are revoked in whole or in part.

7.2 Amendment. At any time, including prior to December 31, 2009, and without regard to or limitation upon the method of change or revocation set forth in the paragraph first



above, an amendment, change, modification or termination of these conditions may be made by the mutual written agreement by the then lot owners of record (excluding mortgagees under mortgages and trustees under deeds of trust) of not less than sixty-six and two-thirds (66-2/3%) percent of the lots in said Subdivision duly executed and placed of record in the Office of the Parish Recorder of St. John the Baptist Parish, Louisiana.

7.3 Binding Covenant. As to the owner and owner's successors in interest to any lot or lots in said Subdivision, said conditions all and singular, are and shall be and are hereby made covenants running with the land and a breach or violation of any thereof, or the continuance of any such breach or violation may be enjoined, abated or remedied or damages may be recovered on account thereof by appropriate proceedings by the Declarant, its successors or assigns. But the breach of any of said conditions or any re-entry by reason thereof, shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or lots or portions of lots in said Subdivision, but such conditions shall be binding upon and effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise, as to any subsequent breach.

7.4 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

7.5 Resubdivision. No resubdivision or change of designation of any Lot or Lots shall in any way change, modify or cancel these covenants.

7.6 Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

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Handwritten signature: Harold M. [illegible]

7.7 Severability. If any clause, phrase, sentence, or other portion of these conditions shall be or become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions or said conditions shall not be affected thereby, and such remaining portions shall remain in full force and effect.

THUS DONE AND PASSED, in quintuplicate original, in my office at 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 of the whole.

WITNESSES:

Denise Wood
Sebastian M. Senac

APPEARER:

LANDMARK LAND COMPANY OF
LOUISIANA, INC.

BY: Joseph M. Scontrino III
Joseph M. Scontrino, III
Vice President

Judith Otero
JUDITH OTERO
Notary Public

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THE BAPTIST, LA.

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