

STATE OF LOUISIANA:
PARISH OF RICHLAND:

DECLARATION OF COVENANTS AND RESTRICTIONS

BE IT KNOWN, that on this 21 day of June, 2002, before me, the undersigned authority, a Notary Public in and for the above state and parish, and, in the presence of the undersigned witnesses, personally came and appeared POVERTY POINT DEVELOPMENT COMPANY, L.L.C. (hereinafter sometimes referred to as "Appearer" and/or "Developer"), (Federal ID# 72-1487783), a Louisiana limited liability company whose mailing address is 484 Highway 80 West, Delhi, Louisiana, 71232, herein represented by its managers, Frank E. Maxwell, III and Shelton T. Parker, Jr., duly authorized to act in accordance with the Operating Agreement recorded in Book ___, Page ___, records of Richland Parish, Louisiana and in Book ___, Page ___, records of Madison Parish, Louisiana, who declared that Appearer is the owner of that certain parcel of improved immovable property ("the property") located in Richland and Madison Parishes, Louisiana, described as follows:

SEE ATTACHMENT "A" FOR PROPERTY DESCRIPTION.
SEE ATTACHMENT "B" FOR PLAT.

Appearer, in order to promote the orderly development of the hereinabove described property, and to facilitate the maximum enjoyment of said property by such persons as may become owners of the lots or parcels contained therein, and in pursuance of a general plan, hereby imposes upon said property the following building standards and restrictions, specified uses, predial servitudes, covenants and conditions insuring good maintenance and continued architectural harmony of the subdivision located on the property, which covenants shall run with the land and shall be binding upon all persons having any right, title or interest in and to any part or parcel of the above described property, their successors, heirs or assigns. It is intended that the covenants and restrictions set forth herein shall hereby create perpetual predial servitudes terminating only upon the occurrence of ten years' non-use; however, the partial use or continued existence of any covenant or servitude shall be interpreted as a use of each and every provision and stipulation hereof.

Appearer further declared as follows, to-wit:

ARTICLE I

Permanent Flood Servitude and Easements

Developer does hereby grant to Poverty Point Reservoir District ("District"), a Louisiana political subdivision authorized under the laws of the State of Louisiana, and specifically, Louisiana Revised Statute 38:3087.1, et seq., and to the public a permanent flood servitude and easement from 84.0 feet mean sea level to 86.0 feet mean sea level, which servitude and easement shall effect all of the property, and which servitude and easement shall run with the land. It is understood and agreed that this flood easement shall be a perpetual predial servitude up to said 86.0 feet mean sea level contour and that District, and its successors and assigns, shall enjoy the perpetual right to flood

and/or inundate said property with the waters of the Poverty Point Lake and that said flood easement may be flooded and/or inundated by any natural waters as may, from time to time, inundate and/or be emptied into said lake. Developer, its successors and assigns do hereby relieve and hold harmless District, its successors and assigns, for any flooding or inundation of the property subject to said flood easement and/or servitude.

ARTICLE II

Designation of Utility Areas

Developer hereby designates the lots and/or portions thereof, described on Attachment "B" attached hereto, which have been approved by District, for the establishment and location of utility facilities, improvements and/or works in connection with Developer's sewer treatment plant and/or lift stations, and/or improvements; electric improvements and/or substations; water storage facility and/or improvements; and/or other utility works and/or improvements. Developer shall not place any utility facilities, improvements, and/or works on any other portions of the property unless same are first approved in writing by PPLC as to the location, size and use of said lots in connection therewith.

ARTICLE III

Restrictions and Covenants Regarding Use

In order to provide for the congenial occupation of the property, and to provide for the protection and maintenance of the market value of same, the use of the lots comprising the property shall be restricted in accordance with the following provisions:

- A. Except during any period when the lots are being initially sold (when one (1) or more homes may be used as "models"), and except for such temporary non-residential uses as may be permitted by Developer from time to time, all houses constructed on said lots shall be used exclusively for residential purposes by the owners or their lessees, invitees, and/or guests; provided, however, that Developer shall designate certain areas of the properties described in Attachments "A" and "B" attached hereto for utility areas as provided in the preceding Article.
- B. No owner may lease or let any single family or multiple family residence for a period of less than six (6) months' occupancy.
- C. No offensive, noxious, or unlawful activity shall be conducted in, near, or upon the lots nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions thereof shall be observed.
- D. No owner shall permit anything to be done upon his lot which would tend to increase the rate of insurance applicable to the other owners or result in the cancellation of any insurance carried by the Developer.
- E. No horses, cows, cattle, sheep, goats, rabbits or other animal, fowls livestock, or

poultry shall be kept, raised or permitted on any lot, except for cats, dogs, or other common house pets may be kept in reasonable numbers provided that such pets do not become nuisances and are not allowed to run free or roam on or about the properties or interfere with the use and enjoyment of owners of other property.

- F. No noxious or offensive trade or activity shall be carried on upon the lots and the Developer may prohibit any use or practice which is or becomes a source of nuisance or annoyance to other owners or which interferes with the peaceful use and possession by the owners of their houses.
- G. No garbage, trash or litter shall be kept or maintained outside any home other than in suitable garbage receptacles. In the event an owner violates this provision, the Developer is specifically authorized to cause the removal of such garbage, trash or litter and to charge the cost or expense thereof as an individual lot assessment against the non-complying owner or owners.
- H. Except for such signs as may be posted in connection with the lease or sale of a home and except for inoffensive signs advocating the support of duly announced candidates for public office, no signs of any nature shall be erected, posted or displayed upon, in, from or about any lot or home without the prior written consent of the Developer and under such conditions as it may establish. In no event shall a sign exceed the dimensions of four square feet, without Developer's written permission. No portable signboards on wheels (or with such wheels removed) shall ever be permitted. Any permitted sign must be at least fifteen (15) feet from the road.
- I. No structure of a temporary character, or a mobile home, basement, tent, shack, garage, or other building shall be placed on any Lot at any time or used as a residence, either temporarily or permanently, nor shall an old house be moved onto a lot covered hereby. Also, no automobile not in general use shall be stored on the premises except in a garage provided therefor, nor shall any automobile be kept on the premises except in the driveway or in the garage provided therefor. No car or vehicle shall be regularly parked, stored or kept on any street or public area in this subdivision, and no large truck or bus (small pick-up trucks and campers are excepted) may ever be kept on the premises.
- J. No satellite dishes over 24" wide may be placed on any lot and complying dishes shall be placed in an inconspicuous manner.
- K. No oil or gas drilling, derricks, development operations, oil refining, quarrying or mining operations of any kind shall be permitted or maintained by the owner to whom a lot is sold herein, nor shall any petroleum products or other minerals be stored on said premises.
- L. An owner of a vacant lot shall keep same mowed and maintained. Should an owner fail to mow and maintain his lot, the Developer shall have the right, but not the

obligation, to mow and/or maintain the lot after five (5) days written notice by first class mail and charge the owner a reasonable amount per occurrence as an individual lot assessment.

- M. No boats, boat trailers, personal watercraft, or recreational vehicles of any type may be parked on the street or within thirty (30) feet of the street.
- N. Except as provided for otherwise in these restrictions and covenants, all lots shall be developed as single family dwellings; provided, however, that a storage shed, garage or similar structure appurtenant to the main residence building may be constructed in connection with said single family dwelling, provided that same has been previously approved, in writing, by Developer and a permit has been issued by PPLC as provided for in Article VI hereinafter.
- O. Once construction of a residence or other improvement allowed under these restriction covenants has commenced, the owner must pursue, with reasonable diligence, the completion of such structure, and no building shall be permitted to remain on any lot in an uncompleted status.
- P. Each residence constructed on the residential lots must be on a legally platted lot and no residential lot owner shall be permitted to replat or subdivide any portion of such owner's lot.
- Q. No building, structure, fence or other improvement to the residential lots shall be erected, maintained or altered without the prior written permission of the Developer and a permit being issued therefor by District.
- R. Condominiums or townhouses of up to four (4) units in size will be permitted on a lot, provided that they are architecturally attractive and have been approved, in writing, by Developer and a permit has been issued therefor by District.
- S. Developer and all property owners, their heirs and assigns shall abide by all laws governing District, including, but not limited to, (a) La. R.S. 38:3087.1, et seq.; (b) any rules or regulations enacted by District regarding the permitting of structures and/or improvements on the property; (c) rules and regulations enacted by PPLC regulating Poverty Point Lake and/or its facilities; and (d) any rules and/or regulations of the State of Louisiana regarding the use, sanitation and discharge of any solids, liquids and/or other materials into Poverty Point Lake.
- T. In addition to these restrictions and covenants, the Developer may promulgate reasonable rules and regulations concerning the use of the houses and may enact such constraints against offending owners as it shall deem reasonably necessary.
- U. In addition to the covenants and restrictions stated herein, which shall be placed in any deed or notice of which shall be given to any purchaser of any lot or property

described in Attachments "A" and "B" attached hereto, the following restrictions shall be included in any deed or act of sale or filed in the public records of Richland and Madison Parishes, and all buyers/renters shall acknowledge via signature, that they are aware of the following restrictions:

- 1) Property on the east side of Bayou Macon is privately owned and trespassing is prohibited.
- 2) Driving motorized vehicles (i.e., cars, trucks, vans, all-terrain vehicles, motorcycles, etc.) along the eastern slope of the Bayou Macon levee is prohibited.
- 3) Residents and visitors are required to keep dogs on leashes. District personnel will notify the appropriate agency to remove any loose dogs from the premises immediately.
- 4) Residents will store garbage in approved bear-proof containers or secured in outbuildings until it can be disposed of. Garbage not in approved containers will not be allowed to sit on the roadside overnight.
- 5) All roads and/or rights of way used by motorized vehicles and/or equipment shall be subject to any speed limits imposed on the property by District, and Developer and any subsequent owner hereby authorizes District to enact and impose speed limits on said roads and/or rights of way.
- 6) Any owner of any of the property and/or any resident, invitee, guest or licensee of said owner shall abide by any and all regulations of the United States of America, the State of Louisiana, and particularly the Fish and Wildlife Service regarding conservation of the Louisiana Black Bear, U. S. Corps of Engineers 404 permit requirements and any requirements of any state or federal laws, rules and/or regulations affecting the District. Particular rules which all lot owners, visitors and guests must abide by are:
 - a. The Louisiana black bear is a federally listed species and it is unlawful to directly or indirectly harm black bears.
 - b. Feeding bears or allowing them access to garbage is illegal and considered to be harassment under the federal Endangered Species Act.
 - c. The east side of Bayou Macon is private property and trespassing is prohibited. Driving motorized vehicles along the eastern slope of the Bayou Macon levee is prohibited.
 - d. Pet food must be stored in a secure shed or enclosed garage; loose pets are prohibited.

- c. Bird feeders are prohibited.
- f. Barbecue pits must remain free of grease or food.
- V. One pier shall be allowed for each lot, which said pier shall be constructed only after an application is made to District, and a permit issued therefor. The pier may contain a porch or similar structure, provided that the same shall not be used for living quarters. The pier, and any structure built in connection with the pier shall be first approved by and a permit therefor is granted by District and Developer. No pier, boathouse or similar structure may be greater than 15 feet in height. No structure may be located closer than five (5) feet to any adjacent lot. No pier may be longer than 50 feet, but may be changed upon approval by District, Developer and the architectural committee.
- W. All residences and appurtenant buildings, structures and piers on any property must be kept in good repair and painted or renovated when necessary to preserve the attractiveness thereof.
- X. Any lot or building site adjacent to the Poverty Point Lake must be at least 100 feet wide on the water frontage.
- Y. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any property, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon said property; provided, however, that there may be directional drilling from adjacent lands to extract oil, gas or other minerals from beneath said property.
- Z. Owners of lots will be responsible for protection of their water banks against wash and erosion.

ARTICLE IV Substantial Damage or Destruction

- A. In the event of damage to or destruction of any improvement by fire or any other casualty, the owner shall, within a reasonable time after such damage or destruction repair or reconstruct same in a workmanlike manner with materials comparable to those used in the original construction and in substantial conformity with the original plans and specifications such that the improvement, when rebuilt or repaired shall be substantially similar to and its architectural design and landscaping shall be in conformity with the design and construction of the remaining structures.
- B. In the event any owner shall fail within ninety (90) days after the occurrence of the damage or destruction, to perform the required repair or reconstruction, such owners shall be required, at the option of Developer, to deed to the Developer title to the lot for its fair market value in an "as is, where is" condition and to accept for the

purchase price the promissory note of the Developer at an interest rate of two (2%) percentage points below the Chase Manhattan Bank of New York (or its successor) prime rate on the date of the casualty, payable in five (5) equal annual installments. The note shall be secured by a mortgage inferior to the balance of any remaining unpaid mortgages on the lot as of the date of the sale and any first mortgage placed by the Association or by an owner who rebuilds the lot. This provision shall be specifically enforceable by the Developer.

- C. The Developer may, at its option, elect to make the necessary repairs and charge the owner for these repairs as an individual lot assessment.
- D. These provisions will not apply in the event more than 25% of the existing houses are substantially destroyed by a casualty and the owners are unable or unwilling to rebuild same, and in that event the Developer shall amend these provisions as it shall deem reasonable.

ARTICLE V

Homeowners' Association

Developer may assign any duties and/or responsibilities under this agreement to a Homeowners' Association, comprised of the owners of the lots described in Attachments "A" and "B" attached hereto, provided that Developer shall, first, obtain the written approval of District as to the makeup, rights, duties and responsibilities of said Homeowners' Association. Further, all obligations assigned to a Homeowners Association may be further assigned to Community Development District contemplated by Act _____ of the 2001 Louisiana Legislature.

ARTICLE VI

Architectural Review

- A. No construction or improvements, including but not limited to, piers and boathouse, garage or other structure, shall be made on any lot until the plans for same are first approved, in writing, by Developer and, provided, further, that a permit for such construction and/or improvements has been issued by District and full compliance is made with the contents of the permit application form and procedures established by District in connection with said permit. This covenant also applies to substantial exterior alterations, remodeling or to any additions to a residence previously built and to any structure or improvement on any lot. If said plans are not approved or rejected within thirty (30) days after same are submitted in writing to Developer and District or its successors, then said plans shall be considered as having been approved; provided, however, that the failure of Developer and/or District to act shall not constitute approval of the construction of any improvement specifically prohibited by these covenants and restrictions and/or that are in violation of any specific provision of these restrictions and covenants.
- B. No construction or improvements may be made on any lot described in Attachments

"A" and "B" attached hereto unless the owner first provides to Developer and District a flood elevation certificate stamped by a professional engineer or registered land surveyor, which said certificate shall specifically show the elevation of any portion of said land upon which said construction and/or improvement is to be located. A copy of said certificate may be obtained from developer's engineers, Lazenby & Associates, West Monroe, Louisiana, or their associates.

- C. In approving or disapproving the plan submitted to it, Developer and District shall take into consideration the architectural construction and architectural elements of such proposed building, its location on the lot and the harmony of its architectural construction and architectural elements with the surrounding neighborhood and shall determine whether or not said proposed building is consistent with the construction and architectural elements of the other buildings located within the residential lots and whether or not construction of said building will adversely effect or decrease the value of other property because of its architectural or construction elements. It is also intended that the construction of the residence be done in such a manner as to reasonably minimize disturbance to surrounding terrain. Developer and/or District may make reasonable requirements of the lot owner to insure conformance of such building when erected to the plan submitted and approved and may require such changes as may be necessary to conform to general purposes herein expressed. The Developer and/or District shall take into consideration, in the approval of any construction, the rights of the property owners as well as the interest of the other properties described in Attachments "A" and "B" attached hereto.
- D. Developer or District may, where the building design makes such construction impractical, waive any of the architectural control requirements set forth herein, provided the house plan and design is in keeping with the type residences being constructed in the block or square where it is to be placed.
- E. Once approval is given, Developer or District shall have the right to enjoin any construction not in conformance with approved plans and specifications, and shall have all other remedies at law or equity.
- F. Approval by the Developer or District shall not constitute a basis for any liability on the part of Appearer, District, or any director or officer thereof as regards to failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.
- G. If construction is not substantially commenced within six (6) months of approval, the application must be resubmitted. Once construction is substantially commenced, exterior improvements shall be completed within one (1) year.

ARTICLE VII

Architectural Standards, Construction, and Elements

- A. The minimum heated square footage of any main dwelling shall be 1500 square feet. The minimum covered parking shall be for two (2) automobiles.
- B. Except as otherwise provided for in the preceding Articles, no building shall be erected, altered, placed or permitted to remain on any lot other than one new, detached single family dwelling; provided, however, that a swimming pool, guest house, servant quarters, private greenhouse and a private garage or carport may be constructed concurrently with or after the construction of the main dwelling or the lot. All additional structures, including decorative items such as statues and fountains, except a greenhouse, must share the same architectural style with the main dwelling. No residential trailer nor any type of prefabricated housing or modular home shall ever be parked or placed on any lot for any purpose whatsoever.
- C. All residences and/or improvements must be constructed of new materials, must be of a satisfactory architectural design and must utilize materials approved by Developer and District. Driveways shall be hard-surfaced (i.e., concrete, asphalt, brick). Roof surfaces shall be consistent with the particular chosen style, except that, for neighborhood fire protection, wood materials shall be prohibited.
- D. Any residence structure shall be constructed of wood or its equivalent frame construction, with the exterior constructed of wood, masonry or siding approved, in writing, by Developer and District. No prefabricated or manufactured residence, trailer, tent, lean-to, mobile home (whether single or double width), temporary portable building or structure or any character intended for residential living purposes shall be constructed or placed on any property.
- E. All approved buildings shall be the same style and architecture as the residence on said lot. No structure shall exceed two (2) stories in height. The garage shall never exceed the height of the main structure. The roofs on all residences shall have not less than 6/12 pitch. All garages, storage rooms and carports shall be attached to the main dwelling, and shall be constructed of the same, or similar, material as the main dwelling. Further, no residence, boat dock, or other building shall be built on any lot herein until two (2) copies of a floor plan and a front and rear elevation plan are first presented to and approved, in writing, by Developer and a permit is granted therefor by District, to ensure compliance with all of these restrictions.
- F. No residence or structure except a pier as described hereinabove shall be built under 87.0 feet mean sea level. Appearer and each property owner hereby grant a permanent flood servitude and easement to the District and to the public from 84.0 feet mean sea level to 86.0 feet mean sea level, which servitude and easement shall run with the land, said servitude and easement being described in Article I of this document.
- G. No dwelling shall be occupied or used for living purposes until all exterior and interior work on same has been fully completed.

- H. No lot as shown on the recorded plat shall be divided into a smaller lot, provided that any lot may be integrated with an adjacent lot and the improvements so located thereon so as to constitute said entire tract as one building site, it being the intention of this restriction to prohibit the erection of residences on a lot smaller than lots described on Attachments "A" and "B" attached hereto.
- I. All plumbing work shall comply with the Louisiana State Plumbing Code. Plumbing contractors shall be required to install a sewer clean-out box at all sewer taps.
- J. No fence or wall shall ever be constructed nearer than thirty (30) feet from any street. Shrubbery may be planted in this area and along the side lines of the lot, but no shrubbery which will obstruct the view of a driver of a passing car (generally considered as being shrubbery having a height of three (3) feet or over) shall be permitted to grow within fifteen (15) feet of the street line.
- K. As to corner lots, no fence, wall, hedge, or shrubbery which obstructs sight lines 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 thirty (30) 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.
- L. There shall be no modification or addition to any home exterior without the prior written approval of the Developer, and permit issued by District, other than normal repair or maintenance which does not alter the shape, size, or appearance of any home exterior or component thereof.
- M. Desert style landscaping is specifically prohibited.
- N. Building set back lines shall not be less than thirty (30) feet from the paved edge of the road running in front of each lot. Side yard building setback lines shall be not less than 5 feet.

ARTICLE VIII Compliance and Default

Each owner shall be governed by and shall comply with the terms of these restrictions as they may be amended from time to time. Failure to comply with these restrictions shall be grounds for any appropriate relief provided by law, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of the mortgage provided above, or any combination thereof. Such relief may be sought by the Developer, District, or by any aggrieved owner.

ARTICLE IX

Severability

The invalidity of any provision of these restrictions shall not affect the validity of the remaining portions hereof.

ARTICLE X

These restrictions may be amended with the consent of eighty (80%) percent of all record owners. Any amendments will be filed of public record.

ARTICLE XI

All rights, duties and obligations of Developer, District and/or any lot owner shall be transferred to and/or assumed by their successors, heirs, and/or assigns.

THUS DONE AND PASSED in my office in Dulac, Louisiana, on this 21 day of June, 2002, and in the presence of the undersigned competent witnesses, and me, Notary, after reading of the whole.

WITNESSES:

[Signature]
[Signature]

POVERTY POINT DEVELOPMENT
COMPANY, L.L.C

BY: [Signature]
FRANK E. MAXWELL, III

BY: [Signature]
SHELTON T. PARKER, JR.

[Signature]
NOTARY PUBLIC