

**RESTRICTIVE COVENANTS
FOR
LAKES AT ST. AMANT SUBDIVISION**

PARISH OF ASCENSION
STATE OF LOUISIANA

BE IT KNOWN that on this 4th day of August, 2003, before me, Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

MELROSE PLANTING COMPANY, INC., a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana, appearing herein through its duly authorized agent, H. Allen Thomason, Jr., acting pursuant to a corporate resolution attached hereto and made a part hereof;

hereinafter called "APPEARER", who declared that it has acquired and is the owner of the following described property, to-wit:

SEVENTY-FOUR (74) certain lots or parcels of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as THE LAKES AT ST. AMANT (formally known as St. Amant Heights), and designated on a plat of survey made and prepared by Ferris Engineering & Surveying, L.L.C., dated April 23, 2003, recorded as Entry No. 542853 of the official records of the Clerk and Recorder for the Parish of Ascension, as LOT NUMBERS ONE (1) through SEVENTY-FOUR (74), inclusive, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Appearer further declares that it is its intention to sell tracts from the above named subdivision in the future and that it hereby establishes the following restrictive covenants, which shall run with the land and be binding upon all future owners of same, and upon all tracts taken from the above described property, as follows:

1. All lots taken or developed from the above described property are for residential use only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on Melrose Planting Company, Inc. the right to re-subdivide any lot owned by Melrose Planting Company, Inc. for such purposes of creating passages of ingress and egress to adjoining property.
2. Construction plans must be reviewed and approved by the Melrose Planting Company, Inc. prior to construction.
3. The developer intends to build one single family dwellings, not to be less than 1800 square feet exclusive of porches, breeze ways, garages and carports, and not to exceed two and one-half stories in height, with the usual and appropriate outbuildings, private garages and/or carports designed to house automobiles.

Carports will be acceptable if placed at the rear or side of the home, enclosed garages with door must be erected with same exterior wall construction as the house if the garage faces the street. Lattice, slats, etc. will not constitute an acceptable wall structure.
4. The minimum roof pitch shall be 6' on 12'.
5. Servitudes and rights-of-way for the installation and maintenance of utilities, sewage, and drainage facilities, as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.
6. The setback line shall be 25 feet and there shall also be a 5' sideline set back on each lot.

7. No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and Melrose Planting Company, Inc. may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable, or, which in its discretion detract from the value of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood, or the value of adjacent structures, will not be utilized.
8. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure shall have been approved in writing by Melrose Planting Company, Inc. as to harmony of the exterior design with existing structures, and the location with respect to topography and finish grade elevation.

Melrose Planting Company, Inc.'s approval or disapproval, as required by these covenants, shall be in writing. In the event Melrose Planting Company, Inc. fails to prove or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.
9. Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by Melrose Planting Company, Inc., provided that barbed wire and net wire fences are prohibited. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6') feet except any fence that is erected on a lot that is adjacent to a lake, which shall not exceed four (4') feet and shall not be within twenty (20') feet of the lakes edge unless determined otherwise by the developer.
10. No house trailers, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lots or tracts, servitude or right-of-way, in any manner which would detract from the appearance of the subdivision.
11. No structure, of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.
12. No building material or no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers or shrubbery may be grown for non-commercial purposes.
13. No commercial business or noxious or offensive trade activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lot for the construction of a house on that lot.
14. No signs of any kind shall be displayed to the public view on any lot or tract, except customary signs advertising the lot or tract for sale or rent.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
16. Construction period of any residence must be limited to twelve months from the commencement of construction.
17. Access to any lot is to be provided by covered culverts over the existing drainage ditches, which culverts are to be of such a size and set at such a grade as on the final plat in accordance with Parish regulations and shall not interfere with the free flow of water in the drainage ditches across any lot, Melrose Planting Company, Inc. may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by Melrose Planting Company, Inc.
18. Lot owners shall keep their respective lots or tracts mowed and free from noxious weeds. In the event owners fail to discharge this obligation, the Melrose Planting Company, Inc. may, at its

discretion, cause the lot(s) or tract(s) to be mowed with the owner thereof obligated to pay the cost of such mowing. Failure to pay such cost may cause a lien to be filed against said lot.

19. Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot nearer to the street than the minimum setback lines as set forth in these covenants, and must be stored behind a fence as set forth in these covenants. If subject property is adjacent to a lake, a fence must be erected on the side rear of the property boundary of the property that is adjacent to the lake according to the provisions of Paragraph 9 of these covenants. No equipment shall be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.
20. There shall be established the The Lakes at Saint Amant Homeowners' Association. The Association shall be formed by Valley Builders, Inc., and shall be the sole initial member of the association and shall have all the powers of the Association under these restrictions, the Articles of Incorporation and/or Bylaws until such time as the lot owners elect officers and directors as provided for below. The initial member(s) may appoint any other persons as members of the Association and may further designate a representative to act for the Association. In the event of the death, resignation, or inability to serve of any member of the Association, the remaining members shall have full authority to designate a successor. Neither the members of the Association, nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants.

The Articles of Incorporation and/or the Bylaws of the Association will provide for assessments and dues for the Association. Each lot owner shall be a member of the Association. Each lot owner will have membership and voting powers in the Association for each lot owned.

21. These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
22. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the latter shall remain in full force and effect.
23. If the owner, purchaser or occupant of any lot or tract in this subdivision, his heirs, successors, or assigns, shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or persons owning any of the lots or tracts herein to initiate any proceedings in a court of competent jurisdiction, to obtain injunctive relief against such threatened or actual violations, and for all other appropriate relief. With costs to be incurred by the person in violation of these restrictive covenants.
24. Melrose Planting Company, Inc. reserves the right to amend these restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the corporation. Any amendment of these restrictions shall be in writing and shall be effective when filed for recordation in Ascension Parish, Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Association to be in furtherance of the development of the subdivision.

THUS DONE AND SIGNED by the Appearer on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.

WITNESSES:

Melrose Planting Company, Inc.

By: _____
H. Allen Thomason, Jr.

Jacques R. Waguespack
Notary Public