

VERMILION PARISH POLICE JURY

Courthouse Bldg.

100 N. State St., Suite 200

Abbeville, Louisiana 70510

337-898-4300

FAX 337-898-4310

MEMBERS

DISTRICT 1
CARROLL DUHON
8305 DUHON ROAD
MAURICE, LA 70555
893-8282

DISTRICT 2
HUBERT FAULK
11024 LA HWY 697
ABBEVILLE, LA 70510
893-3197

DISTRICT 3
MINOS BROUSSARD
719 E. LASTIE
ERATH, LA 70533
937-6462

DISTRICT 4
TERRY BESSARD
1109 GODCHAUX AVENUE
ABBEVILLE, LA 70510
898-3378

DISTRICT 5
PERVIS "PEE WEE" MEAUX
330 EMILE ST.
ABBEVILLE, LA 70510
893-5073

DISTRICT 6
MARK POCHÉ
1013 SOUTH BROADWAY STREET
ERATH, LA 70533
937-4900

DISTRICT 7
E. J. BROUSSARD
208 NORTH LYMAN STREET
ABBEVILLE, LA 70510
893-8124

DISTRICT 8
EDVAL J. SIMON, JR.
103 SUJRE DR.
DELCAMBRE, LA 70528
685-2226

DISTRICT 9
KENNETH DEHART
14311 SWEETBAY ROAD
ABBEVILLE, LA 70510
898-0066

DISTRICT 10
RITTER TRAHAN
22936 CHESTNUT
KAPLAN, LA 70548
643-8892

DISTRICT 11
LOUIS JOE HARDY
612 OLD KAPLAN HWY.
ABBEVILLE, L. 70510
893-3336

DISTRICT 12
PURVIS ABSHIRE
802 LEJEUNE
KAPLAN, LA 70548
643-8874

DISTRICT 13
T. J. PREJEAN, JR.
17507 LA. HWY. 35
ABBEVILLE, LA 70510
643-2200

DISTRICT 14
LUTHER "BUSTER" HARDEE
9902 MANNAH (PVT) ROAD
KAPLAN, LA 70548
536-6970

CERTIFICATE OF FINAL ACCEPTANCE

LA PREMIERE SUBDIVISION - PHASE I

WHEREAS, the Vermilion Parish Police Jury has received documents regarding the development of the above referenced subdivision; and

WHEREAS, the Vermilion Parish Police Jury at their regular meeting held on June 19, 2000, did resolve to give final approval and acceptance of the Subdivision contingent upon the following items being addressed:

- A) Examination, inspection, and approval Of the construction improvements by the Parish Engineer and Road Superintendent
- B) Review and approval of the Act of Dedication by the parish legal counsel; and

WHEREAS, the Vermilion Parish Police Jury has received correspondence from Sellers and Associates, Inc. dated July 13, 2000 advising that a field inspection was made of the improvements and that a review of the documents has been made and all items were found to be in conformance with the Subdivision regulations and the plans submitted; and

WHEREAS, the Vermilion Parish Police Jury has received correspondence from the parish legal counsel dated July 21, 2000 advising that the dedication documents comply with the subdivision ordinance.

NOW THEREFORE, the Vermilion Parish Police Jury having received all documents relative to the above captioned subdivision development and in accordance with their actions previously noted do hereby give final acceptance to LA PREMIERE SUBDISIVISION, PHASE I.

Thus done and acknowledged in the Parish of Vermilion, Louisiana on this 25th day of July, 2000.

Michael J. Bertrand
Michael J. Bertrand
Secretary-Treasurer
Vermilion Parish Police Jury

20009176

ACT OF DEDICATION
AN
ESTABLISHMENT OF
RESTRICTIONS, COVENANTS, SERVITUDES AND
OBLIGATIONS
FOR
LA PREMIERE - PHASE I
A RESIDENTIAL SUBDIVISION
LOCATED IN SECTION 22, T 11 S - R 3 E
FOURTH WARD OF VERMILION PARISH
STATE OF LOUISIANA

LA PREMIERE DEVELOPMENT SERVICES, L.L.C.

OWNER AND DEVELOPER

[Handwritten Signature]
NOTARY PUBLIC
STATE OF LOUISIANA

2000 SEP - 1 A 11:05

VERMILION PARISH LA.
THIS DAY

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ACT OF DEDICATION
AND
ESTABLISHMENT OF
RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS
FOR
LA PREMIERE SUBDIVISION - PHASE I

STATE OF LOUISIANA :

PARISH OF VERMILION :

BE IT KNOWN that on the 8th day of August, 2000;

BEFORE ME, TEB L. AYO, a Notary Public, duly qualified and commissioned in and for the Parish of Vermilion, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

LA PREMIERE DEVELOPMENT SERVICES, L.L.C., a Louisiana Limited Liability Company, having a permanent mailing address of 10115 LA Highway 699, Maurice, LA 70555, represented by its members Pressley J. Broussard, Jr., Dannon Stokes, and Patrick G. Stokes.

who declared that:

WHEREAS, it is the sole owner of certain immovable property, and all improvements thereon, being a 18.059 acre tract of land situated in the northeast quarter of Section 22, T 11 S - R 3 E, Fourth Ward of Vermilion Parish, State of Louisiana and being more particularly described as follows:

Commencing at the northeast corner of Section 22 on the centerline of LA State Highway 699; thence proceeding westerly along the centerline of LA State Highway 699, on a bearing of N 89° 22' 56" W, for a distance of 443.00 feet to a point; thence proceeding on a bearing of S 00° 40' 12" W, for a distance of 40.00 feet to a found 1/2" iron rod on the southern right-of-way line of LA State Highway 699, being the point of beginning; thence continuing on a bearing of S 00° 40' 12" W, for a distance of 556.00 feet to a set 1/2" iron rod; thence proceeding on a bearing of S 89° 31' 53" E, for a distance of 235.00 feet to a set 1/2" iron rod; thence proceeding on a bearing of S 00° 40' 12" W, for a distance of 746.86 feet to a set 1/2" iron rod; thence proceeding on a bearing of N 89° 16' 49" W, for a distance of 698.65 feet to a found 1/2" iron rod; thence proceeding on a bearing of N 00° 06' 00" E, for a distance of 1298.65 feet to a found 1/2" iron rod on the southern right-of-way line of LA State Highway 699; thence proceeding along the southern right-of-way line of LA State

Highway 699, on a bearing of S 89° 40' 21" E, for a distance of 476.59 feet to a point being the point of beginning; being bounded on the north in part by LA State Highway 699, in part by Glenda M. Vincent and in part by Debra Vincent; on the south by Michael Duhon; on the east in part by Glenda M. Vincent, in part by Debra Vincent and in part by Francis J. Baudoin and Lenora Bourque; and on the west by Daniel P. Guidry and Irene Breaux. All as per plat of survey by Joseph E. Schexnaider, dated June 14, 2000, attached hereto and made a part thereof.

said property being hereinafter referred to as the "Property"; and,

WHEREAS, the Property has been developed by LA PREMIERE DEVELOPMENT SERVICES, L.L.C., as a residential subdivision; and to this end, for the benefit of the public and the future co-owners of lots in the subdivision, and the preservation of the values and amenities in the subdivision, LA PREMIERE DEVELOPMENT SERVICES, L.L.C., desires to dedicate to the public use, for public maintenance, certain streets and roadways, to the Parish of Vermilion, Louisiana, and to establish certain drainage and utility servitudes, building restrictions, restrictive covenants, charges upon the property, and obligations of ownership in pursuance of a general plan to govern building standards, specified uses and improvements;

NOW, THEREFORE, in consideration of the premises, LA PREMIERE DEVELOPMENT SERVICES, L.L.C., does hereby declare as follows:

ARTICLE 1. - DEFINITIONS

Unless the context otherwise requires of specifics, the following words and phrases, when used in the act, shall have the meanings hereinafter specified:

1.1 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., hereinafter established.

1.2 "Clerk of Court" shall mean and refer to the Clerk of Court ad ex-officio recorder of mortgages and registrar of conveyances for the Parish of Vermilion, Louisiana.

1.3 "Dwelling" shall mean and refer to any complete building designed or intended for use and occupancy as a residence by a single family.

1.4 "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, walkways, fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennas, equipment, and facilities used in connection with water, sewer, gas, electric, telephone, television, computers, or other utilities or services, and any construction which in any way alters the exterior appearance of any Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage gas, electric, telephone, television, computers, or other utilities or services to the extent the same are owned and

maintained by a utility service provider in favor of whom a utility or drainage servitude has been expressly established and a granted herein.

1.5 "Living Area" shall mean and refer to the total enclosed and habitable area of a Dwelling which is centrally air-conditioned and heated, excluding open porches, balconies, storage and utility rooms, unfinished attics, carports and garages.

1.6 "Lot" shall mean and refer to a discrete, separately numbered and delineated lot or parcel of ground within the subdivision, as shown on the Plat, as approved by the appropriate governmental bodies, and filed of record with the Clerk of Court.

1.7 "Owner" shall mean and refer to any person, corporation, partnership or other legal entity owning an interest in a Lot other than a naked ownership interest subject to a usufruct, a mineral interest or mineral rights, a predial servitude, a right of use or a right of habitation; a person having a usufruct over all or some portion of the surface of any Lot shall be an Owner for purposes of this act to the extent of the usufruct's coverage of the surface of the Lot. A lessee shall not be an Owner for the purposes of this act.

1.8 "Setback" shall mean and refer to the distance from any point on the front, back or a side boundary line of a Lot, as the case may be, measured in feet, within which no Improvements may be constructed or placed except as herein expressly provided. Driveways, walkways, mailboxes, retaining walls and gas and water meters may be constructed and placed within Setbacks to the extent not otherwise prohibited herein. Measurements for Setbacks shall be taken from the nearest point on the proposed or actual dwelling, building or other Improvement, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps, to the boundary line in question. Thus, in determining compliance with Setback requirements, all measurements are to be made from the point on any proposed or actual improvement that is closest to the boundary line in questions, excluding gables, roof overhangs, galleries, porches, porte cocheres and steps.

1.9 "Street" shall mean and refer to a public street or cul-de-sac within the Subdivision.

1.10 "Work" shall mean and refer to any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing improvements.

ARTICLE 2. - DEDICATION OF STREETS AND IMPROVEMENTS

2.1 Survey and Division into Lots and Streets. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., has caused the Property to be surveyed and divided into Lots and Streets for a residential subdivision, the same to be known as "LA PREMIERE - PHASE I" (hereinafter referred to as the "Subdivision"), all as shown on the final plat of survey of the Subdivision prepared by Joseph E. Schexnaider, Registered Land Surveyor, dated June 14, 2000 (said plat being hereinafter referred to as the "Plat"), a copy of which is attached hereto and made a part hereof, having been paraphed "Ne Varietur" for identification herewith. LA PREMIERE

DEVELOPMENT SERVICES, L.L.C., further declared that a copy of the Plat has been filed with the Assessor of the Parish of Vermilion, Louisiana, as required by law.

2.2 Dedication of Streets and Improvements. In order to dispose of the Property to the best advantage and to make the Property more desirable and attractive. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., does by these presents make a formal dedication to the public use, for public maintenance, of the following Street right-of-ways in the Subdivision and their respective rights-of-ways, all of which are more particularly shown and delineated on the Plat:

LA PREMIERE DRIVE and BELLE PLACE DRIVE

2.3 Establishment of Servitudes. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., as owner of the Property; on the terms and conditions hereinafter set forth, does hereby declare, grant and establish, by dedicating, the utility servitudes shown and designated on the Plat, in favor, equally, of the Waterworks District No. 1, BellSouth Telephone Company, Reliant Energy Entex, Entergy, and Cable TV, their successors and assigns (hereafter individually referred to as "Grantee" and collectively referred to as "Grantees") for the construction, installation, repair, alteration and maintenance of water, natural gas, electrical, telephone and communications, and cable television lines and facilities for the provision of such services to the Lots in the Subdivision and subsequent phases, free of all improvements, wherever reasonably possible, trees, shrubs, and other obstructions which may interfere with such uses with the exception of the driveways, walkways, sidewalks, fences, mailboxes, retaining walls, and gas and water meters, but subject to the several obligations of each Grantee, after any use or exercise by such Grantee of the rights herein granted, to restore the surface of the property subject to the servitudes to a condition as close as is reasonably possible to that which existed prior to such use or exercise, the lines and facilities to be constructed and installed on such servitudes shall be placed underground. Each Grantee of the servitudes hereby established shall respect the reasonable use of the servitudes by the other Grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the servitudes by all Grantees.

Each Grantee, by its use or exercise of the rights herein granted, does hereby agree to hold LA PREMIERE DEVELOPMENT SERVICES, L.L.C., its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective Grantee in the construction, installation, repair, alteration, and maintenance of said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities.

ARTICLE 3. - ESTABLISHMENT OF RESTRICTION AND OBLIGATIONS

3.1 Property Subject to Restrictions. LA PREMIERE DEVELOPMENT SERVICES, L.L.C., hereby declares that all of the Property and all Improvements constructed or placed thereon shall be subject to the limitations, restrictions, covenants, obligations, guidelines, and conditions set forth in this act (said limitations, restrictions, covenants, obligations, guidelines, and conditions being hereinafter collectively referred to as "LA PREMIERE Restrictions"), all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The LA PREMIERE Restrictions shall

run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in and to the Property or any part thereof and shall inure to the benefit of each Owner thereof. All lessees of any of the Property shall be fully bound and obligated by the LA PREMIERE Restrictions.

The LA PREMIERE Restrictions are intended to apply to and affect only the Property, and shall not apply to or affect any other property now owned or hereinafter acquired by LA PREMIERE DEVELOPMENT SERVICES, L.L.C., unless expressly made applicable to same in a subsequent judicial act.

ARTICLE 4. - GENERAL RESTRICTIONS

Except for the activities of LA PREMIERE DEVELOPMENT SERVICES, L.L.C., in connection with the development of the Subdivision and the activities of the Grantees in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone, and communications, and cable television lines and facilities within the utility and drainage servitudes hereinabove established, the following restrictions shall apply to all of the Property.

4.1 The use of the lots in the Subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence.

No dwelling other than a single family dwelling and private garage shall be built on any building lot. Outbuildings are permitted provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein. Further, that they shall consist of the same style, color and architecture of the residence constructed on said lot. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the Subdivision is prohibited. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever, shall be erected or maintained on any of the lots involved herein, further no building or dwelling in the subdivision shall be used to house more than four (4) non-related persons. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions. Nor shall any activity that would constitute a "group house" for the purpose of housing unrelated persons, as a business, whether for profit or not, be permitted on any lot in the subdivision.

4.2 No building shall be erected, placed or altered on any lots subject to these restrictions until the construction plans with specifications, and a site plan showing the location of the structure on the lot, along with any other improvements and fences, have been submitted to, and approved in writing by, the Architectural Control Committee, or any of its members designated by the Committee to act. Until changed by act recorded in the records of Vermilion Parish, the Architectural Control Committee shall consist of Pressley Broussard and Dannon Stokes. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon the Dissolution of the Architectural Control Committee by the lapse of twenty years from the date hereof or by the

resignation of all its members, by act recorded in the records of Vermilion Parish, whichever first occurs, the function and authority of said Architectural Control Committee, as described in these restrictions, may be performed by at least two members of a Committee of at least three persons appointed by the homeowners association. No member of the Committee shall be entitled to any compensation for services performed pursuant to the covenant. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed to the following address: LA PREMIERE SUBDIVISION, 10115 LA Highway 699, Maurice, La. 70555. The address may be changed by the Committee by act recorded in the records of Vermilion Parish.

The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted by reason of any of the following:

- A. Incompatibility of the proposed building with the existing buildings located upon the lots in the vicinity;
- B. Duplication of similarity in the nature, exterior scheme, kind, shape, height, or material used in the proposed buildings with that of adjoining buildings;
- C. Failure of such plans or specifications to comply with any of these restrictions;
- D. Objections to the site plan, drainage plan, or landscaping plan for the lot;
- E. Failure of such plans to take into consideration the particular and natural environment of the lot;
- F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed buildings to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.

4.3 No hogs, cows, horses or any kind of fowl shall be kept on any of the lots involved herein. Dogs, cats and household pets may be kept, so long as in accordance with local leash laws.

4.4 Each residence constructed in the subdivision shall be erected on a plot of ground not less than 16,000 square feet of lot area. No lot shall be subdivided without prior written consent of the Architectural Control Committee, its successors and or assigns.

4.5 All residences shall contain at least eighteen hundred (1,800) square feet of conditioned living space, exclusive of porches, storerooms, garages, and carports and shall comply with the requirements of the "Sewerage Permitting System" as set forth in ordinance No. 98-0-13 of the Vermilion Parish Police Jury, November 1, 1998; and State Board of Health requirements pertaining to "Individual Sewerage Systems" as stated in Chapter XIII of the State Sanitary Code.

4.6 It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the subdivision.

- A. The exterior material used on all residences will be of sound, durable, attractive, low maintenance upkeep material, that is either painted, stained or built of colored material.
- B. A minimum of seventy (70%) of the roof area shall be at a 8/12 pitch or greater. No metal or tin roofing is allowed. Copper roofing is allowed when used as an awning cover. No roll roofing shall be permitted.
- C. No vinyl or metal siding is permitted except soffits, overhead of porches, garages or carports. Aluminum is permitted for fascia. Further, the Architectural Control Committee may approve the limited use of vinyl siding on dormers where same does not detract from the purposes set forth above.
- D. A minimum of seventy (70%) percent of the exterior walls of all residences shall be composed of brick, brick veneer, stucco or EFIS wall system or equal or better.
- E. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived by the Architectural Control Committee.
- F. Except as allowed in this paragraph, each residence shall be constructed with a minimum of a two (2) car enclosed garage. Open two car carports are allowed on those lots where the carport is not visible from any street bordering the lot and the carport is located in the rear of the home.
- G. Mail boxes constructed in front of residences shall be of brick, EFIS or stucco to match the exterior of the residence.

4.7 All property not landscaped in front of residences will be seeded with grass and will be kept mowed and in presentable condition. Grass will not be allowed to grow higher than six (6) inches above grade. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section if, after ten (10) days written notice, the owner of said lot fails to do so and Developer shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by Developer in collecting same shall be a charge and lien upon the property affected, from the date of recordation in the records of Vermilion Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the

person or entity who was the owner of such property at the time when the assessment was made. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property with interest at the rate of eighteen (18%) per cent per annum, along with all costs, and reasonable attorney's fees. Any lien filed under this paragraph shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all prior mortgages or liens of record.

The front sill or slab of every residential dwelling and porch on all lots shall be placed not less than twenty five (25) feet from the property line.

4.8 No building shall be erected less than five (5) feet from any side lot line, and the total set-back of both side lot lines shall be ten (10) feet or greater. In the case of corner lots numbered 8, 11 and 12, the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet; provided, however that where the garage on a corner lot faces the street, there shall be a minimum set-back of twenty five (25') feet for the garage on that side of the lot. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the side lot line of any common lot line without appropriate amendment to the restrictive covenants as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of construing the restrictions contained herein.

NOTICE: The set back requirements of applicable governmental bodies, such as the Town of Maurice or Parish of Vermilion, may be more restrictive than those contained herein, and therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.

4.9 No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located except that "in ground" garbage receptacles, located near the street fronting the residence, are permitted and except that such trash, refuse, etc. may be maintained at such times as may be reasonably necessary to permit garbage or trash pickup in such containers as may be approved by the Architectural Control Committee.

4.10 Driveways may not be constructed closer to the side property line than allowed by the governing building code authority, especially when an electrical transformer or pedestal is located near the side property line.

4.11 Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed hereon except such plants, lamppost(s), mail boxes, or decorative item(s) as will tend to beautify.

4.12 No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Exploration or production for the extraction of minerals on the surface of the property in the subdivision is prohibited.

4.13 Temporary sanitary facilities used during construction must be approved sanitary type, such as Royal Johns, Port-A-Heads or Port-O-Lets.

4.14 No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction, except by workmen, in the performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within this subdivision; component homes and/or component parts used in newly constructed residences are excepted. Buildings that are used for additional storage shall be set back behind the rear foot line of the main house, and shall be constructed with similar material as used for the home, and shall have the same type of roofing shingles as the main home. No old or second-hand materials shall be used in the construction of the exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.

4.15 Only signs, no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the Developer, its successors or assigns.

4.16 Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front setback line. Fences constructed between the front sill of any dwelling and the rear property line, whether parallel or perpendicular to the street, and along the rear property line shall be constructed of either wood, concrete or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided that same are not visible from any street and are located on interior side lot lines (i.e. not on a street or not a rear lot line). No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have height greater than seven (7') feet above the finished graded surface of the ground on which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Fences erected shall be properly maintained. Any fences constructed by the Developer along the lots which border Hwy 699 shall be maintained in good repair, and with the same style material and finish as originally constructed by the Developer. This maintenance will be the responsibility of the owner of the lot upon which each section of the fence is located.

4.17 The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any such vehicle, as well as any boats and boat trailers, must be parked and kept behind the front set-back line within a closed building or enclosure so that it is not openly visible from the street. No vehicle may be parked on the street in front of any residence longer than eight (8) hours and no vehicle may be placed on blocks or any immovable position on any lots or street in this subdivision.

4.18 Within the period provided below, each lot owner shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with Vermilion Parish Police Jury or other applicable jurisdictional authority regulations. Sidewalks shall be constructed in the road rights-of way and have a width of forty-eight (48") inches

measured by perpendicular lines from the street side lot boundary and extending the entire length of such boundary. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. This restriction shall not be required where such construction is enjoined as a violation of any State or local law or ordinance or where authority for such construction is withdrawn by the owner of the road right-of-way.

Sidewalks shall be constructed upon the completion of improvements placed on any lot or prior to any deadline imposed by the Town of Maurice, the Vermilion Parish Police Jury, or the Developer, whichever first occurs. In the event the owner fails to do so after ten (10) days written notice, Developer shall have the right to file in the records of Vermilion Parish, Louisiana, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimate shall be a charge and lien upon the property affected from the date of recordation of Developer's affidavit and shall also be the personal obligation of the owner of the property. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property. Interest at the rate of eighteen (18%) per cent per annum from date of recordation of the affidavit, along with all costs and reasonable attorney's fees incurred in such action, shall be added to the amount due. Developer shall have the right to assign its interest in the lien, and the claims secured thereby, to the Town of Maurice or the Vermilion Parish Police Jury to secure completion of sidewalks in the subdivision. Once sidewalks have been constructed by the owner and the lien for the construction of sidewalks is paid in full, the right to lien shall terminate.

All ditches shall be closed, at the expense of the lot owner, within one (1) year of completion of dwelling and shall be constructed of reinforced concrete pipe or equivalent, following the drainage plan design laid out by the subdivision plat prepared by J. E. Schexnaider & Associates, Inc. Catch basins are to be installed as per local parish and state regulations.

4.19 No facilities, including poles, and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in the subdivision, except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area. No external or outside antennas of any kind shall be permitted that are or will be visible from the street. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables, or to prohibit temporary service provided by Developer to builders during construction.

4.20 Notwithstanding anything to the contrary contained herein, until all of the lots in the Subdivision are disposed of by Developer, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by Developer without the written consent of any other owner or purchaser of said lot or lots. Provided, no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e., residential). Amendments affecting the side or rear set-back requirement will require only the approval of the lot owner (or owners if more than one side or rear lot line is involved) adjacent to or bounding that particular side or rear lot line which may be affected. Neither the Architectural Control Committee, nor any agent thereof, and neither Appearer nor any agent or employee thereof, shall be responsible in any way for the failure of any structure to comply with the

4.21 Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or person violating or attempting to violate any such covenant, and either to prevent him or them from so doing and/or to recover damages, or other dues, including attorney fees, for such violation. As used herein, "Association" shall mean and refer to the LA PREMIERE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, its successors and assigns. The Articles of Incorporation for the Association are being filed with the Louisiana Secretary of State and are incorporated herein by reference thereto. All lots in Phase I and II of the Subdivision are subject to membership in the Association. In calculation the voting requirements for the Association, or to amend these restrictive covenants as provided on page one hereof, or to amend the restrictive covenants for Phase II, the total number of lots in Phase I and Phase II of LA PREMIERE SUBDIVISION shall be consider in calculating said requirements. The purpose of the Association shall be to maintain architectural control, and to maintain and repair any common areas in the subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. The subdivision signs for the subdivision are located on Lots 1 and 2 of said Subdivision. The ownership of the subdivision signs are hereby transferred and conveyed to the Association as common area in consideration for the Association's maintenance of same in good repair and an easement is hereby established in favor of the Association, its agents and contractors on said lots for the existence of said signs and access easement is hereby established from the street for access to said sign. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association such assessments as may be established by the association by a majority vote to repair, improve and/or to maintain the common areas of the subdivision, and such other assessments as may be approved by a vote of at least eighty (80%) percent of the votes of the Association of the combined Class A and Class B votes. In the event any lot owner fails to pay any of the duly authorized assessments, then the Association shall be also entitled to collect interest thereon at the rate of 12% from the date due, together with costs and such reasonable attorney's fees as may be required to collect such assessment. In addition, such assessments, costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot from which such assessment is due from the date notice of same is filed in the mortgage records of Vermilion Parish, Louisiana and shall in any event be the personal obligation of the person(s) owning such lot at the time when the assessment became due.

4.22 Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

THUS DONE AND PASSED, in the Parish of Vermilion, Louisiana on the day and date hereinabove first written, in the presence of the undersigned, competent witnesses, who have hereunto subscribed their names with the said appearer, and me, Notary, after due reading of the whole.

By-Laws of LA PREMIERE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,

Section 1. Office

1.1 The principal office of the corporation shall be located at **5015 La Premiere Drive, Maurice, Louisiana 70555**. The corporation may have offices at such other places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 2. Purpose

2.1 The purpose of the organization is to maintain architectural control, and to maintain and repair any common areas of the subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree.

Section 3. Membership

3.1 The members shall consist of all owners of lots in Phase I and II of La Premiere Subdivision, who have paid all current fees, dues and assessments of the corporation as determined by the Board of Directors. Each member of the corporation shall have one vote for each lot that said member owns and only one vote per lot. *"Owner" shall mean and refer to any person, corporation, partnership or other legal entity owning an interest in a Lot other than a naked ownership interest subject to a usufruct, a mineral interest or mineral rights, a predial servitude, a right of use or a right of habitation; a person having a usufruct over all or some portion of the surface of any Lot shall be an Owner for purposes of this act to the extent of the usufruct's coverage of the surface of the Lot. A lessee shall not be an Owner for the purposes of this act.*

Section 4. Meetings of the Board

4.1 Regular Meetings. Regular meetings of the Board of Directors may be held without notice and at such time and place as shall from time to time be fixed by resolution of the Board.

4.2 Special Meetings. Special meetings of the Board may be called by the President or Chairman of the Board on two-(2) days' notice given to each director, either personally or by telephone, by mail, or by telegram. In the event that a director requests a meeting and the President refuses or fails to call one in a reasonable time, any director may call a meeting on the same notice.

4.3 Waiver of Notice. Directors may waive notice, and the appearance of a director at a meeting of the Board for any purpose other than contesting the sufficiency of the notice shall be deemed to be a waiver of notice.

4.4 Decisions. The presence at the beginning of the meeting of a majority of the Board shall be necessary to constitute a quorum, and the vote of a majority of the directors present and voting at the time a question is called shall decide any question brought before such meeting, unless the question is one which, by express provision of the law, the Articles of Incorporation, these By-Laws, or the rules of procedure, requires a different vote, in which case express provision shall govern and control the decision of the question.

4.5 Action by Consent. After reasonable notice to all directors or waiver of notice by all directors and in the absence of any written objections by any director, any action which is consented to in writing by the number of directors required to approve or adopt the action in question shall be regarded as a valid act of the Board even though no meeting was officially called and held.

Section 5. Officers

5.1 Election of Officers. The officers of the corporation to be elected shall be a President, Vice-President, Secretary, and Treasurer. The nominating committee shall report to the membership meeting in September of each year. The committee shall nominate one or more persons for each position and nominations may be made from the floor. The membership shall then elect officers and directors to be installed in October of the same year. An officer or director may be removed for cause by a two-thirds vote of the directors present and voting at any meeting of the Board of Directors in which a quorum is present. Frequent absence from the membership and Board of Directors' meetings is sufficient cause for removal. Prior to taking final action on any motion to replace an officer or director, the Board of Directors shall cause written notice to be mailed to the officer or director at his address as appears on the membership records, giving reasonable notice of the date, time, and place of the meeting at which such action is proposed to be taken. The Board of Directors, may, by majority vote of the directors present and voting, fill any vacancy caused by the death, resignation, removal, or incapacity of an officer or director.

5.2 Combinations. No person may hold both the position of President and that of Secretary. Other offices may be combined.

5.3 Term. The officers shall hold office for a term of one year. The President shall not serve more than three successive terms.

5.4 President. The President shall be chief executive officer of the corporation; he shall preside at all meetings and perform all duties incident to his office.

5.5 Vice-President. The Vice-President shall perform the duties and exercise the powers of the President in the absence or incapacity of the President; shall prepare the

budget as described in Article 10; and shall arrange for registration and recordation of attendance of the members at all membership meetings.

5.6 Secretary. The Secretary shall keep the minutes of the meetings. He shall record resolutions adopted by the Board, certify copies thereof when necessary, and affix the corporate seal to documents when necessary. In the absence or incapacity of the Secretary, the President may appoint a Secretary Ad Hoc to keep the minutes of a meeting.

5.7 Treasurer. The Treasurer shall have the custody of the corporate funds and shall cause full and accurate accounts of receipts and disbursements to be kept. The Treasurer and such other persons as may be designated by the Board shall have authority to sign checks on the account of the corporation for the necessary and useful expenses of doing business.

Section 6. Voting Rights

6.1 Each member shall have one vote in the affairs of the organization. Written proxies will be accepted provided they are filed with the Secretary at the beginning of the meeting wherein the proxy will be used.

Section 7. Indemnification

7.1 Persons Entitled. The corporation shall indemnify any person who was or is part to any action, suit or proceedings, whether civil, criminal, administrative or investigative (including any action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as director, officer, employee or agent of another business, foreign or nonprofit corporation, partnership joint venture or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in manner her reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

7.2 Amount. In case of actions by or in the right of the corporation, the indemnity shall be limited to expenses (including attorney's fees and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the action to the conclusion) actually and reasonably incurred in connection with the defense or settlement of such action.

7.3 Exception. No indemnification shall be made in respect to any claim, issue or matter as to such person shall have been adjudged to be liable for negligence or

misconduct in the performance of his duty to the corporation unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnify for such expenses, which the court shall deem proper.

7.4 No Presumption. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (1) that the person did not act in good faith, or (2) that the person did not act in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, or (3) with respect to any criminal action or proceeding, that the person did not have reasonable cause to believe that his conduct was unlawful.

7.5 Authorization. The indemnification hereunder (unless ordered by the court) shall be made by the corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable or a quorum of disinterested directors so directs, by independent legal counsel, or (3) by the shareholders.

7.6 Payment in Advance. The expenses incurred in defending such an action, suit or proceeding shall be paid by the corporation in advance of the final disposition thereof if authorized by the Board of Directors in the manner provided in Section 7.5 above, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized hereunder.

7.7 Other Rights. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which the person indemnified may be entitled, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of his heirs and legal representatives.

Section 8. Procedure

8.1 Procedure at all meetings of the Board of Directors or of shareholders shall be governed by the latest edition of Robert's Rules of Order to the extent that such rules are not contrary to any provision of the Articles of Incorporation or these By-Laws, unless such rules shall be suspended for a particular purpose as provided therein.

Section 9. Business

9.1 Any matters of business brought before the association shall be presented to

and acted upon by the Board of Directors. Any motion first made at a meeting of the general membership shall be referred to the Board of Directors and proper committee, if any, for action. The Board of Directors shall act on such motion within 60 days and report its action to the next meeting of the general membership. If the motion has not been enacted by the Board of Directors, the motion may be acted upon by the membership.

Section 10. Budget

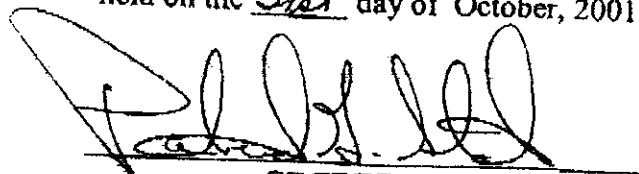
10.1 Annual dues for each calendar year shall be set in the budget and payable on or before January 1. The dues collected for any given calendar year shall constitute income for the following fiscal year of the organization, which shall be one year beginning on July 1. The newly elected officers shall prepare and shall present to the Board of Directors at its first meeting of the fiscal year a budget showing the receipts already received for the fiscal year and the proposed expenses. This budget shall be approved by the Board and presented to the membership for approval. Upon approval, this budget shall be the authority for the Treasurer to disburse funds not in excess of the amounts budgeted. In order to disburse any funds in excess of the amount budgeted, specific approval shall be obtained from the membership. The Treasurer shall, at each meeting of the Board of Directors, present a report of current and year-to-date expenditures of the association and report on the amounts remaining in each item of the budget.

Section 11. Amendments

11.1 These By-Laws may be amended or repealed on two-thirds vote by the Board of Directors at any regular or special meeting, provided that notice of the proposed amendment is contained in the notice of the meeting, or that notice is waived by at least two-thirds of the directors.

NE VARIETUR

For identification with the minutes of the
First Meeting of the Board of Directors of
LA PREMIERE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.
held on the 3rd day of October, 2001.


SECRETARY