ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: SECTORS INC. AND VERSAILLES LAND AND DEVELOPMENT CO., INC.

FOR: VERSAILLES SUBDIVISION, PHASE 1-A

BE IT KNOWN, that on this 25 day of APRIL , 1995.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

VERSAILLES LAND AND DEVELOPMENT CO., INC and SECTORS INC. corporations organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by the undersigned officer by resolution of the Board of Directors previously filed with the Clerk of Court, St. Tammany Parish, the mailing address of which is declared to be 139 Bodet Lane, Covington, Louisiana 70433 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Sections 16, Township 7 South, Range 11 East, St. Tammany Parish Louisiana, containing 24.507 acres of land, on which 44 residential lots have been developed, known as THE VERSAILLES, Phase 1-A. Said property is described in accordance with the plat and survey prepared by Kelly J. McHugh & Associates, Inc., dated February 15, 1995, thereafter revised through March 28, 1995, hereinafter referred to as the "plat". A full legal description of the property and the location of the said 44 lots are shown by reference to the said subdivision plat which has been approved by the Parish authorities, duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 1324, all of which is incorporated hereby by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit lots to certain deed restrictions and covenants in order to provide for the preservation of values and in the subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

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NOW THEREFORE, the Developer hereby declares that The Versailles, Phase 1-A, shall be and is held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of a plan for the improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS

FOR VERSAILLES SUBDIVISION

PHASE 1-A

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to the Versailles Architectural Control Committee authorized and provided for hereinafter (VACC).

2. Developer - Shall mean Sectors, Inc. and Versailles Land and Development Co. Inc., its successors, assigns, or transferees.

3. Lot - Shall mean each of the subdivided parcels of real property designated for residential construction and private ownership, as shown on the recorded plat, and any other lots in future phases of the subdivision if developer elects to add future phases to these restrictions, as adjacent land owned or hereafter purchased by developer is developed.

4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the VACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction.

5. Association - Shall mean and refer to the Versailles Property Owners Association, a non-profit corporation owned entirely by all of the property owners of the subdivision herein described, and future phases as developed.

6. Director - Shall be the directors who administer and run the Association, as set out in the Articles of Incorporation therein.

II. USE OF PROPERTY

1. The subdivision was approved for single-family use by the property Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of St. Tammany on the date of this instrument. Developer may, however, utilize a lot or lots as sales and/or administration offices until all lots are sold.

2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

III. PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.

2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.

3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the VACC.

4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment enclosed and kept within an enclosed storage room, garage, carport, but not in the front yard (the front yard being measured from the front of the house to the front property line, or the side yard of a corner lot (the side yard being measured from the side of the house to the side property line adjoining the street right of way).

5. Trees - Except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purpose of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground shall be removed without written approval of the VACC. Further, before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures as may be determined by VACC. Further, additional care should be taken to preserve any valuable plants which may exist in the Subdivision.

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

7. No outbuilding shall be used for permanent or temporary residence purposes.

8. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal.

9. No individual water supply system shall be permitted. Water shall be supplied by a parish approved provider.

10. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.

11. No changes in the elevations or drainage of the land, other than changes to meeting government regulations, shall be made on the property without prior approval of the VACC. Such changes shall in no manner adversely affect any neighboring property.

12. All antennas (excluding T.V. antennas) and satellite dishes except the small (approximately 2' diameter) satellite dishes must be of the concealed type installed inside attic space or other enclosure, as approved by the Federal Communications Commission, or approved by the VACC. The small "state of the art" dishes described above are allowed outside, but the location must be approved by VACC.

13. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

14. There shall be no individual sewerage treatment plants or septic tanks. Such services will be provided exclusively by a parish approved provider.

15. No work or construction of any kind can be done on the Property except with the approval of the VACC.

IV. EASEMENT OVER LOTS

The developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines and for streets or rights of passage over portions of the lots prior to the sale of the lot to the owner occupant.

V. MEMBERSHIP IN THE VERSAILLES PROPERTY OWNERS ASSOCIATION AND OWNERSHIP OF COMMON PROPERTY

1. Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as the Versailles Property Owners Association (or some similar name), the membership of which is comprised of all owners of property located in the subdivision. It is noted that developer owns and/or may purchase additional surrounding land and may purchase additional adjacent land, and reserves the right to add such property, as developed, to these deed restrictions and covenants or similar residential restrictions and covenants. At that time the developer may also designate that the purchasers of lots therein will become members of this same association.

2. One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the subdivision. The vote of each lot may be further divided among the owners of the lot. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall be able to cast their fractional vote or may assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote.

3. a. Common property, including a club/recreational facility to be constructed, will be designated on nearby property presently owned by Developer, and all of such property, and any and all amenities appurtenant thereto will be available to all Association Members subject to the payment of dues and assessments as provided

herein after. All common property will eventually be owned and maintained by the Association. The property owners will be assessed for the costs necessary to insure, maintain, operate, service any debt on and administer the common property. To that end, every owner shall have and is hereby granted the non-exclusive rights, privileges, and servitude of access to and the use and enjoyment of the recreational areas and amenities as are now or hereafter located in the Common Areas. An owner may assign such rights to the tenant of his dwelling who may use same on the same basis as the owner would be entitled to. Assessments for the use of said common areas are addressed in Section VIII hereinafter.

b. The club/recreational facility and amenities appurtenant thereto will be designated as a common facility, and shall be owned by a non-profit corporation formed specifically to own and operate this one common area, the stock to which shall be owned initially by the Developer. All property owners in Versailles Subdivision, all phases (even those which may not be yet planned), are automatically members of the said club and will likewise be assessed for the costs necessary to insure, maintain, operate and administer it. The assessment will be reasonable and commensurate with that necessary to actually pay necessary expenses and contingencies. The assessment may be billed directly and separately from the other Association dues, or with the Association dues/assessments, at the Developer's (or eventually, the Association's) option. Further, the assessments, at Developer's option, may be designated as different for owners of unimproved and improved lots. Developer is authorized to continue to manage the facility until Developer has sold 90% of all lots in all phases of the subdivision, or may relinquish the management sooner at Developer's option. Developer-owned lots or properties are exempt from assessments hereunder. At such time as Developer has sold 90% of all lots in all phases of the subdivision, even those phases which might not yet be planned, Developer agrees to surrender all management and all the stock of the Versailles Swim & Racquet Club, to the property owner's Association in return for the Association's acceptance of all responsibility and liability in connection therewith. The non-payment of recreational facility assessments will result in suspension of use of the facility, and the right of the corporation which will own and operate the facility to pursue legal recourse to collect the dues. This recourse may include the filing of a lien in such amount against any and all property in the subdivision owned by the non-paying member. Further, dues not paid within fifteen (15) days of the due date will bear interest at the rate of twelve (12%) per cent per annum, just as other association dues/assessments do, as specified in these restrictions. In short, all rights to pursue the non-payment of such assessments are reserved to Developer and, eventually, the Association.

4. This association shall implement and enforce the provisions of these restrictions and reserves all lien rights and rights to pursue legal action as is allowed by law.

5. The right of each lot to cast one vote may not be varied or diluted hereafter. However, as provided in Section XII., (2) hereinafter, the developer acting alone reserves the right to amend these restrictions acting alone, for a legitimate business purpose, so long as the developer continues to own at least one lot herein.

VI. ARCHITECTURAL CONTROL AND CONSTRUCTION

1. Architectural Control. No structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Architectural Committee. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennae, storage facilities

and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. If the Architectural Committee has not taken action on the application for the construction within 30 days after receipt of the required plans, then the construction of the subject structure shall be deemed approved. There may be a reasonable fee charged to submit plans for approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision, in its sole discretion. The architectural control committee shall be composed of at least 3 persons and no more than 5 persons, and shall be known as the VACC.

2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the VACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the VACC from time to time, and applicable building codes, and in accordance with the plans and specifications submitted to and approved by the VACC. Any change in plans and specifications during construction from those approved by the VACC shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the VACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the VACC for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored.

4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the VACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet. However, a larger sign may be erected by the developer at a location approved by the VACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the VACC determines appropriate.

5. Despite any provisions to the contrary in any property association rules and guidelines which might be hereafter made, so long as the developer continues to own one lot in this or any later phases of the subdivision the developer has the right to appoint three members to the architectural control committee. This provision may not be amended so long as the developer continues to own one lot herein, or new phases, without developers written consent.

6. Authority to Grant Variances. The VACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the VACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the VACC shall be considered on an individual, case by case basis, and shall not be deemed to set any

precedent for future decisions by VACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the VACC or the Association, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

(a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and the right to maintain and mortgage any common property which might hereafter be acquired to maintain or improve same.

(b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and

(c) The right of the Association to suspend the voting rights or the rights of use of common areas or facilities, of any member, for any period during which any assessment made by the association remains unpaid and for any period not to exceed thirty (30) days for an infraction of any of the published rules and regulations of the Association or these restrictions.

VIII. ANNUAL ASSESSMENTS, SPECIAL ASSESSMENTS AND CARRYING CHARGES

1. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as "dues" "assessments" or "carrying charges", equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expense, including but in no way limited to the following:

(a) The cost of all operating expenses, debt service and other expenses for services rendered and for the operation, maintenance, payment of taxes and insurance and debt service on any and all common property, as authorized and approved by the Association,

(b) The cost of necessary management and administration,

(c) The cost of any security guard services, or other services rendered at the request of the Association.

2. Developer, and eventually the Association by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessments will be due and payable as the Developer or, eventually, the Association directors may provide. Developer is exempt from this assessment unless a Developer owned lot contains

an occupied residence. These annual assessments may be levied and collected on a quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Until the Association is turned over to the subdivision residents by Developer, Developer is authorized to approve reasonable annual assessments and bill for and collect same, for the benefit of the Association.

3. In addition to any annual assessment approved, there is hereby created an assessment, due at each and every transfer of property except by foreclosure or succession, secured by a lien and encumbrance upon each developed lot submitted to these restrictions, in connection with the recreational/club facility to be provided, in the amount of $500.00 for each lot. This assessment shall be due and payable in full upon the sale of the developed lot from the developer and collected at closing and remitted to the Association by the closing notary for the construction of the recreational/club facility. The Developers signature on the sale shall signify that this amount has been paid and the lien created herein released and title examiners and insurers may rely thereon. Each transfer after the first transfer from the Developer shall have the recreational/club facility assessment in the same amount, collected at closing and remitted to the Association, which funds shall be used for the construction and/or improvements of the recreational/club facility and thereafter for the maintenance thereof or maintenance of other common areas. A statement of the closing notary that the fee has been collected and remitted, contained in said re-sales shall be sufficient proof for later title examiners and insurers of this fact, but other forms of proof are permitted. In the event there is a surplus in the Association account generated by the recreational/club assessments then the Association has the option to apply the funds to other expenses in lieu of regular or special assessments or club dues, as the Association deems appropriate in its discretion.

4. The Association shall have the right to levy special assessments deemed necessary and appropriate, approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

5. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

i) Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.

ii) Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days

of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.

iii) The Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.

iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Association shall have the authority to issue a penalty in the amount of $100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good condition and in compliance with these restrictions.

6. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, not to exceed 25% of the amount due, with a fifty one (51%) percent vote based on all members.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

7. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.

8. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid of unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.

9. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

10. Additional Default. Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

IX. NECESSARY VOTE OF ASSOCIATION MEMBERS

Any action of the Association is required to be voted on shall be deemed approved and authorized by a vote of 51% of the members.

X. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51%) percent of all owners, whether in attendance or not, is required to approve actions, and shall bind all members present or not.

XI. SPECIAL PROVISIONS

1. Approval of Plans. The owner/builder shall submit two (2) sets of plans to the VACC at the office of developer. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

2. Approval of Site Plan. The owner/builder shall submit a site plan showing the building size, setback lines, driveway location, any other paving, fences and culverts to scale, to the office of the developer.

3. Dwelling Size. No dwelling shall be constructed on any lot having less than one thousand seven hundred (1,700) square feet of living area (heated and cooled), this being exclusive of open porches, garages and carports. For a structure of more than one (1) story, there will not be less than one thousand two hundred (1,200) square feet of living area on the ground floor. Each residence will have in addition, a two car garage or carport, of at least 400 square feet minimum.

4. Building Location - Culverts - Elevations

(A) The front, rear and side yard requirements which shall apply to all lots in the subdivision, are those described under "Restrictive Covenants" in the top right hand corner of the plat, or as shown on the plat itself. Any and all greenbelts, servitudes, and the like as shown on the plat, are adopted and incorporated and construction of any nature which interferes with the servitude or greenbelt is prohibited. These yard requirements apply to both the primary living structure and accessory buildings. The architectural style, proportions and materials of the accessory building should match or be compatible with that of the primary structure, and plans and locations therefor must be submitted just as for the primary structure. The VACC may grant set back variances for accessory buildings or structures in its discretion.

(1) All driveways and aprons must be concrete and must connect from the street to the garage or carport. All driveways must have a culvert approved in size by the VACC. Each driveway

must have two (2) expansion joints, one on either side of the culvert. Developer reserves the right to designate a subcontractor to install the culvert to proper elevation at property owner's expense. However if the builder or owner does not properly install the culvert, he will be notified by the VACC and failure to correct same within five (5) days of notice will result in VACC correcting same and the assessment of this cost to the lot owner or builder.

(2) The placement of driveways on lots must be approved by the VACC to assure that there are not entrances or exits of driveways which interfere with traffic flow at intersections and to assure that aesthetics of the overall subdivision are preserved.

(3) Any owner who owns two or more adjacent lots, may construct a building across the common side line of the lots, subject to compliance with all other setback requirements. There can never be more than one dwelling on any one lot.

(4) Construction of any nature except fences which do not interfere with the use of the servitude, is prohibited in any utility or drainage easements. Driveways, naturally are a further exception, and may cross servitudes, to join the street.

(5) The minimum elevation for the lowest floor of all residences shall be determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the Parish Engineering Department or a licensed surveyor, but in any event, no slab elevation shall be less than twelve (12") inches above the crown of the street on which the lot fronts.

(6) The VACC will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.

5. Fences. All fences must be approved prior to construction by the VACC. No fence or wall shall be erected, placed or altered on any subdivision lot nearer to the street than the building set back line. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

XII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than fifty one (51%) percent of the lots of record as of the date of the instrument of termination.

2. Amendments. Any provisions contained in this act may be amended by the recordation of a written instruments specifying the

amendment or the repeal, executed by the owners of seventy five (75%) percent of the lots of record as of the date of the instrument(s).. The foregoing notwithstanding, during such time as the Developer is the owner of at least one lot in this phase or any later phase which the Developer adds to the provisions of these restrictions, Developer has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose.

3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.

6. No Waiver. Failure to enforce any provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

IN WITNESS WHEREOF, Declarant has executed this instrument as the date set forth in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.

WITNESSES:

SECTORS, INC. AND VERSAILLES LAND AND DEVELOPMENT CO., INC.

BY: _____
ALBERT A. KRAMER, JR., OFFICER

_____
MARTHA L. JUMONVILLE, NOTARY

ACT AMENDING AND MODIFYING THE DEED RESTRICTIONS AND COVENANTS FOR VERSAILLES SUBDIVISION ALL PHASES PRESENT AND FUTURE AND ADDING PHASE 6 TO THE EFFECTS THEREOF (Note: Phase 5 Not Developed)

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 21
Instrmnt #: 1346404
Registry #: 1230727 BCT
01/30/2003 8:58:00 AM
MB CB X MI UCC

BY: VERSAILLES LAND AND DEVELOPMENT CO., L.L.C.

FOR: VERSAILLES SUBDIVISION, PHASE 6

BE IT KNOWN, that on this 30th day of January, 2003.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

VERSAILLES LAND AND DEVELOPMENT CO., L.L.C., a Louisiana limited liability company organized and existing under the laws of the State of Louisiana, filed with the Secretary of State on December 29, 1998, and duly recorded with the Clerk of Court, St. Tammany parish, as Instrument Number 1129532, being the surviving entity of the merger between Versailles Land and Development Co., Inc., and this company, recorded as Instrument Number 1129529, herein represented by Albert A. Kramer, Jr., Manager, pursuant to authorization set out in Article VIII of the Articles of Organization. The said Albert A. Kramer, Jr., is represented herein by Kevin Kramer, duly authorized by Power of Attorney which is recorded as COB Instrument No. 1245887, records of St. Tammany Parish, Louisiana. The mailing address of said company is declared to be 200 Evangeline Drive, Mandeville, La. 70471.

TAX ID# 72-1433145

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Sections 16, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, containing 3.70 acres of land ("The Property") on which 10 residential lots have been developed, known as Lots 131 - 140 inclusive, VERSAILLES SUBDIVISION PHASE 6. Said property is described in accordance with the plat and survey prepared by Kelly J. McHugh & Associates Inc., dated August 17, 2002, thereafter revised as indicated thereon, hereinafter referred to as the "Plat". A full legal description of

the property and the location of the said 10 lots are shown by reference to the said subdivision plat which has been approved by the Parish authorities, and duly filed with the Clerk of Court, St. Tammany Parish, as Map File No. 2662, all of which is incorporated hereby by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit these lots to certain deed restrictions and covenants in order to provide for the preservation of values and in the subdivision, and in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

AND TO THAT END, Developer does hereby and by these presents amend and modify the Deed Restrictions and Covenants previously filed with regard to Phase 1-A of the subdivision, as recorded as Instrument No. 946948 as heretofore and hereafter amended from time to time, so as to add to the effects thereof all lots in Phase 6 of Versailles Subdivision, so that hereafter, all lots in Phase 6 Versailles Subdivision shall be held conveyed, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, covenants, privileges, restrictions and contractual obligations and rights as set forth therein, all of which are declared to be in aid of a plan for the improvement of the Property. The said Deed Restrictions and Covenants, as amended, shall be deemed to run with the land and bind the land, and shall insure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person or entity acquiring or owning an interest in the Property or any portion thereof.

AND NOW DEVELOPER DECLARED, that by reference to the restrictions now in place for Phase 1-A of Versailles Subdivision, as amended, all of the provisions thereof are adopted and applied to Phase 6 as stated.

AND NOW DEVELOPER DECLARED, that it adds this new phase of Versailles Subdivision to the effects of the restrictions under the authority reserved to Developer in Article V., 1, of the original Deed Restrictions and Covenants.

THUS DONE AND PASSED, in the presence of me, Notary and that of the undersigned competent witnesses after reading the whole and

for the purposes stated herein, Covington, Louisiana, this 30th day of January, 2003.

WITNESSES:

VERSAILLES LAND AND DEVELOPMENT CO., INC.

BY: _____
ALBERT A. KRAMER, JR.,
MANAGER
BY: KEVIN KRAMER, AGENT

NOTARY PUBLIC

ver.oct

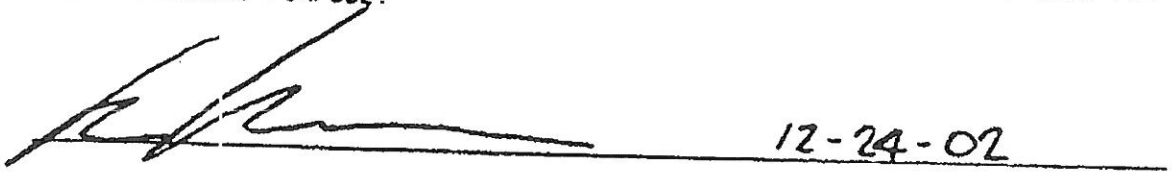
PHASE 6 – ST. TAMMANY PARISH PLAT MAP 2662
RESTRICTIVE COVENANTS LISTED ON MAP

MINIMUM RESTRICTIVE COVENANTS

1. EACH LOT WILL NOT HAVE MORE THAN ONE DWELLING.
2. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BEFORE THE SEWERAGE AND WATER SYSTEMS ARE INSTALLED AND OPERABLE OR OTHERWISE CONNECTED TO A COMMUNITY (CENTRAL) SEWERAGE AND/OR WATER SYSTEM(S), ALL AS APPROVED BY ST. TAMMANY PARISH DEPARTMENT OF ENVIRONMENTAL SERVICES. WHENEVER A SUBDIVISION IS SERVED BY A COMMUNITY (CENTRAL) WATER SYSTEM (SUPPLY), NO PRIVATE WATER SUPPLY MAY BE DRILLED OR OTHERWISE CONSTRUCTED ON ANY LOT FOR THE PURPOSE OF SUPPLYING POTABLE WATER TO ANY BUILDING OR STRUCTURE, EXCEPT FOR THE PURPOSE OF IRRIGATION, AND IN NO EVENT SHALL THERE BE A PHYSICAL CONNECTION BETWEEN ANY SUCH SOURCE AND ANY ELEMENT OF THE COMMUNITY (CENTRAL) WATER SYSTEM (SUPPLY).
3. BUILDING SETBACKS ARE: FRONT – 30', SIDE – 10', REAR – 30'
4. CONSTRUCTION OF ANY NATURE, INCLUDING FENCES, IS PROHIBITED IN PARISH DRAINAGE OR STREET EASEMENTS.
5. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THERE ON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, PARTICULARLY THE USE OF LOTS AS DUMPS OR JUNK CAR STORAGE.
6. THE MINIMUM ELEVATION FOR THE LOWEST FLOOR OF ALL RESIDENCES SHALL BE DETERMINED FROM THE LATEST FEMA FLOOD INSURANCE RATE MAPS. THIS PROPERTY LOCATED IN FLOOD ZONE "C". F.I.R.M. PANEL NO. 225205 0240 E REVISED 8-16-95
7. NO MOBILE HOMES WILL BE PERMITTED IN THIS SUBDIVISION.
8. NO LOT WILL BE FURTHER RESUBDIVIDED WITHOUT THE PRIOR APPROVAL OF THE PLANNING COMMISSION.
9. DRIVEWAYS ON CORNER LOTS SHALL NOT BE LOCATED ANY CLOSER THAN SIXTY (60') FEET FROM THE CORNER OF THE PROPERTY WHERE THE SAID TWO STREET RIGHTS OF WAY INTERSECT.

DEDICATION:

ALL STREET RIGHTS-OF-WAY AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER USE. EASEMENTS SHALL BE RESERVED FOR DRAINAGE & UTILITIES AS INDICATED HEREON AND NO OBSTRUCTION OR IMPROVEMENTS SHALL BE ALLOWED THAT WOULD PREVENT THEM FROM BEING USED FOR THEIR INTENDED PURPOSE.



12-24-02

OWNER DATE

ACT CREATING
DEED RESTRICTIONS
AND COVENANTS

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BY: I.M. LAND DEVELOPMENT, L.L.C.

FOR; VERSAILLES SUBDIVISION, PHASES 5-A AND 5-B-1
"THE ESTATES OF VERSAILLES"

St. Tammany Parish 21
Instrmnt #: 1476373
Registry #: 1471229 LCM
02/03/2005 1:42:00 PM
MB CB X MI UCC

BE IT KNOWN, that on this 3rd day of February, 2005,

BEFORE ME, MARTHA L. JUMONVILLE, Notary in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

I.M. LAND DEVELOPMENT, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in St. Tammany Parish, La. represented by Gary M. Intravia, Member/Manager, who is authorized to appear and act herein by virtue of the provisions of Article VII of the Articles of Organization which are recorded with the Clerk of Court, St. Tammany Parish. The mailing address of said company is declared to be 845 Galvez Street, Mandeville, La. 70448. (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that it is, as to Phases 5-A and 5-B-1 of the subdivision the "successor and transferee" of the original Developer of Versailles Subdivision, Versailles Land and Development Co., L.L.C., the surviving entity in the merger of Versailles Land and Development Co., Inc. and Versailles Land and Development Co., L.L.C. duly recorded with the Clerk of Court, St. Tammany Parish as defined in the original deed restrictions Section I,2 (COB Instrument No. 946948), by virtue of its purchase of 40.775 acres from Versailles Land and Development Co., L.L.C. on February 4, 2004, recorded as COB Instrument No. 1415118. The said 40.775 acres purchased was included in the original parish approved master development plan for Versailles Subdivision. However it is noted that by reference to the original restrictive covenants for Versailles Subdivision recorded April 28, 1995 as COB Instrument No 946948, Section V,1, the original developer reserved the right to add additional property as developed to said deed restrictions and covenants, or "similar residential restrictions and covenants". In addition the developer reserved the right and option to designate that the purchasers of lots therein would be members of the same association.

AND NOW, I.M. Land Development, L.L.C. declared that as the record owner of portions of ground located in Section 16, Township 7 South, Range 11 East (the recorded subdivision plats reflecting erroneously that the property is located in Sections 16 and 17) containing 34.866 acres and 3.596 acres (various parcels), on which a total of 64 lots have been developed, known as Versailles Subdivision, Phases 5-A and 5-B-1, "The Estates of Versailles". Said phases consist of Lots 166-180, Lots 182-208, Lots 270-274, Lots 278 and 279, Lots 281 and 282 and Lots 284-296. Said property "the Property", is described and said lots are established and depicted in accordance with the plats and surveys prepared by Kelly J. McHugh & Associates, Inc., hereinafter referred to as the "plats" which have been approved by the proper Parish authorities and duly filed with the Clerk of Court, St. Tammany Parish as Map File Nos. 3754 and 3755 on February 1, 2005.

AND WHICH DEVELOPER DECLARED, that it has elected to submit the lots to the basic deed restrictions and covenants already filed for Phase 1-A of Versailles Subdivision recorded with the Clerk of Court, St. Tammany Parish as COB Instrument No. 946948 except as amended and modified hereinafter as to these phases only, in order to provide for the preservation of values in the subdivision, and has elected to and does designate that the purchasers of lots will become members of the same association.

AND TO THAT END, Developer does hereby and by these presents amend and modify the Deed Restrictions and Covenants previously filed with regard to Phase 1-A of the subdivision, as recorded as Instrument No. 946948 as heretofore amended and as amended and modified herein as to these phases only, so as to add to the effects thereof all lots in Phases 5-A and 5-B-1 of Versailles Subdivision, "The Estates of Versailles" so that hereafter, all lots in theses two phases shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and owned subject to the conditions, covenants, privileges, restrictions and contractual obligations and rights as set forth therein, all of which are declared to be in aid of a plan for the improvement of the Property. The said Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person or entity acquiring or owning an interest in the Property or any portion thereof. The purchasers of lots in these two phases shall become members of the same association at the time of purchase and responsible for dues from the time of purchase. Developer is exempt from assessments as provided in the original restrictions.

AND NOW DEVELOPER FURTHER DECLARED, that under the authority reserved to Developer in Articles V.1, and XII.2, of the original Deed Restrictions and Covenants, Developer does hereby also amend the restrictions and covenants for these two phases of the subdivision, for its legitimate business purpose in the following respects:

FIRST:

ARTICLE III. 5 shall read as follows:

5. Clearing Trees and Placing Fill – Except for those trees that are located within five (5.0') feet of the building site as shown on the plans submitted prior to construction, no sound trees measuring in excess of six (6) inches in diameter at three (3) feet above the ground shall be removed without written approval of the Developer. Before cutting any tree, builder or owner should take every precaution to protect existing trees on the lot or adjacent lots. Such precautions may include (but are not limited to) topping trees and/or any procedures, as may be determined necessary are advisable by Developer. Further, additional care should be taken to preserve any mature trees and plants which may exist in the Subdivision.

With regard to any lot, the rear or side yard of which abuts a greenspace and/or conservancy area or which contains any drainage right-of-way as established and depicted upon the recorded subdivision plat, no fill may be placed in the greenspace, drainage and conservancy area and no trees may be cleared from the greenspace and conservancy areas, and any alteration of the greenspace and conservancy areas from the natural state is specifically prohibited. The sole and only exception is that hand clearing of small "scrub brush" is allowed and the removal of any tree which is certified as dead or terminally diseased by the parish extension agent or other similar qualified professional and which poses a danger to person or property may be removed with the written consent of Developer. Fences on lots abutting greenspace areas are further restricted as provided hereinafter.

SECOND:

ARTICLE III, 6 shall read as follows:

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

As this subdivision is outside all municipal corporate limits, Developer, shall be and hereby is authorized to designate from time to time, one company which shall be in charge or all garbage, trash and rubbish collection and disposal with regard to all normal household garbage, trash and rubbish, and no property owner or tenant shall contract with or use any other company or employee for this service except the designated company.

Developer is permitted but not obligated to enter into a master contract with the collection and disposal company if doing so reduces the cost, however at no time shall any unoccupied property be charged for any pro-rata fee. Nothing herein shall be construed as either obligating the Developer or its chosen servicer/contractor to remove or prohibiting any owner, builder or tenant from contracting with another company for the removal of extraordinary garbage, trash and rubbish generated other than in the course of normal and customary household operation. In particular the designated collection and disposal company is not responsible for the removal of items such as tree limbs, trees which have been cut, grass cuttings, leaves or other such organic outdoor waste, building materials or construction debris, discarded carpeting, appliances, or large appliance boxes, mattresses and the like. The property owners shall at their own expense be responsible to remove same from their property promptly and are not permitted to place same where it can be seen from the street except immediately prior to its removal.

THIRD:

ARTICLE III, 11, shall read as follows:

11. No changes in the elevations or drainage of the land, including placement of fill or grading of any lot except changes required to meet government regulations, and required by a governmental agency to assure implementation of the Parish approved drainage plan, shall be made on the property without prior approval of the Developer . Such changes shall in no manner adversely affect any neighboring property. The Developer realizes that the Parish generally requires that lots drain to the street but all persons who purchase a lot herein acknowledge and agree by purchasing a lot herein, that certain natural or legal drainage servitudes exist by operation of law depending upon the natural land topography which cannot be altered. That is, it is not possible for each lot to totally drain to the street, and legal or natural drainage servitudes must be maintained. Kelly J. McHugh, project engineer or another engineer designated by Developer, is designated as the engineer for Developer to investigate claims by owners that the natural drainage flow (albeit different from the parish drainage plan) has been disrupted and is adversely affecting neighboring property. His determination that the natural drainage has been disrupted by grading or fill placement or construction, and is adversely affecting another owner shall be final and Developer shall have and is granted a servitude to enter the offending and affected lots to remedy the problem at owners expense if the owners fails to do so promptly upon being advised of the violation.

FOURTH:

ARTICLE IV, is amended to read as follows:

IV. EASEMENT OVER LOTS AND SIDEWALK CONSTRUCTION OBLIGATION

The Developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V.

and other utility lines over portions of the lots prior to the sale of the lot to the owner occupant. Developer hereby establishes and reserves for its benefit and the benefit of the Association an access servitude for purposes of maintaining, replacing and repairing any perimeter privacy or security fencing installed on lots which form the subdivision boundary. Additionally, there is herein and hereby established a drainage servitude ten (10') feet wide along the interior side and rear boundary lines of each lot, as is more fully set out upon the recorded subdivision plat, for the purpose of installing either surface swales or subsurface drainage by or at the expense of owner as determined necessary by Developer from time to time, to facilitate the Parish approved drainage plan for the subdivision lots and subdivision as a whole, and to preserve the natural flow of water protected by law albeit different from the parish drainage plan. This is a contractual obligation necessitated by the fact that every part of every lot cannot actually drain to the street.

Further, each lot owner is responsible for construction and continued maintenance of a sidewalk and there is established hereby a mutual and reciprocal servitude for the benefit of all owners over and across said area the entire width/front of and inside his property line (an on corner lots, also along the entire sideline) in such location and width and to such specifications as Developer designates to assure uniform sidewalks for the mutual benefit of all lot owners. Should any owner fail or refuse to maintain the sidewalk area for which he is responsible the Developer or lot owners in these phases may, after notice, as provide elsewhere herein, make such repairs and assess the cost to owner who refused or neglected to maintain same. Each owner holds every other owner harmless and indemnifies every other owner in connection with claims of damage or injury to person or property claimed or suffered while on the sidewalk by said owners, their families, guests, invitees and the like.

FIFTH:

ARTICLE VI, 5, is amended to read as follows:

5. Despite any provisions to the contrary in any Association rules and guidelines which might now be in force or be hereafter made, so long as the Developer continues to own one lot, in these two phases or a future phase of the subdivision, developed by I.M. Land Development, L.L.C. the Developer names Gary Intravia and Kelly McHugh as the sole voting members of the architectural committee, but Andrew DiPiazza, President of the Association, or his designee, be a non-voting member to the architectural control committee specifically and exclusively for phases developed by the Developer. This provision may not be amended so long as the Developer continues to own one lot herein, or later phases. Once a property is occupied at the completion of initial home and appurtenances construction, the regular architectural control committee for the remainder of the subdivision shall have full authority and architectural control as to additions and subsequent constructions.

SIXTH:

ARTICLE XI,3 AND 5 are amended to hereafter read as follows:

3. Dwelling Size. No dwelling shall be constructed on any lot having less than two thousand four hundred (2400) square feet of living area (heated and cooled), this being exclusive of open porches and garages. For a structure of more than one (1) story, there will not be less than one thousand four hundred (1400) square feet of living area on the ground floor. Each residence will have, in addition, at least a two car garage. Carports are prohibited.

5. Fences. All fences must be approved prior to construction by the Developer for both placement and materials. No fence shall extend beyond the mid-point of the house. Front yard fencing is prohibited. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any lot. Side or rear fences on lot lines contiguous to designated greenspace areas may be fenced only with non-opaque fencing such as pickets, with an maximum height of four (4') feet. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and the lines connecting them at points twenty five (25') feet from the intersection of the street lines extended. The same sightline limitations apply on any lot within twenty (20') feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

SEVENTH:

ARTICLE XII, 7 is added to hereafter read as follows:

7. Upon the sale and occupancy of improvements on all lots in both phases, all references to Developer herein are amended to read Association or VACC, as applicable.

In all other respects, the restrictions as originally recorded, and as previously amended remain unchanged.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses, and me, Notary, after reading the whole and for the purposes stated herein, this 3rd day of February, 2005, Covington, Louisiana.

WITNESSES

TYPE NAME: ANNA DUPUY

TYPE NAME: KERRIE S SINON

MARTHA L. DUMONVILLE
NOTARY PUBLIC
LA. BAR ROLL # 7592

J.M. LAND DEVELOPMENT, L.L.C.

BY:
GARY M. INTRAVIA,
MEMBER/MANAGER