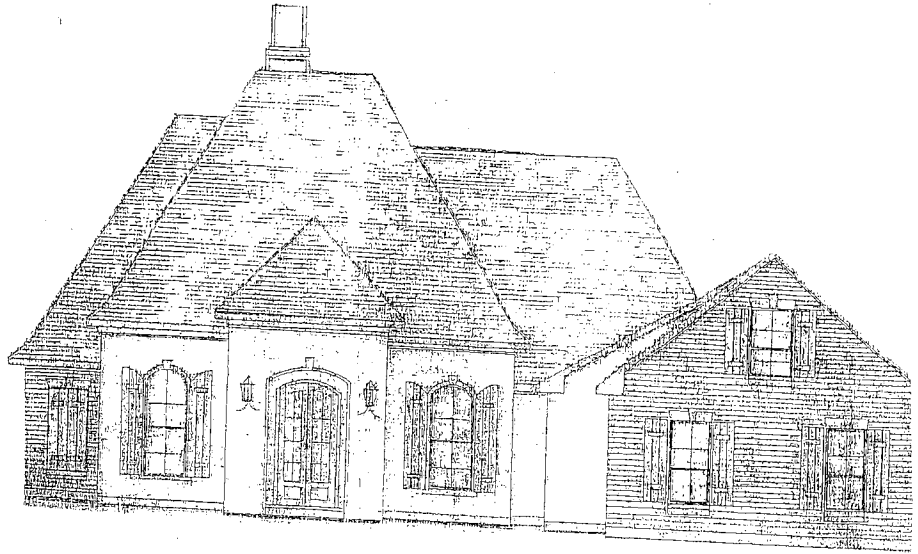


Lake at Belle Terre



- 1600 Minimum Living Area
 - Architectural Shingles
 - Iron Uniform Mailboxes
- Sidewalks completed by builder
- Sod and Landscaping required at time of completion

**Marketed by RE/MAX First of D.S.
Denise Stockwell Realtor / Owner
(225)665-1233**

RESTRICTIVE COVENANTS
FOR
LAKE AT BELLE TERRE

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BE IT KNOWN, that on this ____ day of _____, 2001, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

BELLE TERRE AT LIVE OAK, LLC

a Limited Liabilities Company, organized and existing under the laws of the State of Louisiana, with its principal place of business located in the Parish of Livingston, State of Louisiana, herein represented by its Manager, T. Douglas Peak, duly authorized by resolution of the Board of Directors of said corporation; whose permanent mailing address is declared to be Post Office Box 1408, Walker, Louisiana 70785;

who declared that appearer is the owner of the following property, to-wit:

One Hundred Twelve (112) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as LAKE AT BELLE TERRE, and designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the Parish of Livingston, State of Louisiana, as LOTS ONE (1) through ONE HUNDRED TWELVE (112), inclusive, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Appearer declares that there are hereby established the following restrictive covenants affecting all of the hereinabove described lots, which said protective covenants and restrictions shall run with the land and be in favor of each and all of said lots, and binding upon the purchasers, owners and occupants of all such lots. Said restrictions being enumerated as follows, to-wit:

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one and one-half stories in height, together with the usual and customary outbuildings. Garages shall not be constructed to house more than three cars. No lot shall be used for duplex housing or apartments houses or home occupations such as beauty shops, doctor's offices, dress shops and related activities.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure(s) have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. No fence shall be installed between the front property line and the building setback line. No fence shall be erected, placed or altered on any lot beyond the midpoint of the house, nor any closer than the edge of the carport or garage when on a corner lot, regardless of setback lines provided herein. Fences on lots having frontage on the lake lots, *i.e.* lots bordered on any property line by

any of the common properties which includes the lake, shall be constructed in such a manner as to preserve the lake view from any other lots. All fences must be constructed of wood, vinyl, brick or iron. No chain link or wire fences shall be permitted, except as a separate enclosure inside a perimeter fence which is in compliance with this section. The maximum height for all fences is 6 feet.

BUILDING CONSTRUCTION

No building or structure shall be constructed using asbestos siding, imitation brick or imitation stone on exterior. Brick must comprise 60% of the exterior. No vinyl or wood siding is permitted on the front of the residence or any wall facing a street, except for fascia and soffit. All other material on exterior must be approved by the Architectural Control Committee. No building shall be occupied or used as a dwelling before the exterior has been finished. Construction period of any one home must be limited to six (6) months from the commencement of construction until ready for occupancy. Sod and landscaping of the front and side yards must be done at completion of construction. Architectural shingles must be used on the home. No building shall have a metal or tin roof. Roof pitch is a minimum of 8 on 12. The owner, or his/her designated builder shall install culverts in the front ditch on each lot in accordance with Livingston Parish Council specifications.

DWELLING SIZE

For single story residences, the finished living area of the main structure, which is defined as that area covered by the central heating and/or air conditioning system of said structure, and exclusive of carports, open porches, and garages, shall not be less than one thousand six hundred (1600) square feet. For one and one-half story, the ground floor shall not be less than one thousand four hundred (1200) square feet finished living area.

BUILDING LOCATION

Building setback lines from all streets are as set forth on the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than five (5') feet to any side line of any lot unless prior approval has been received from the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, shall approve or disapprove proposed construction according to its policy of maintaining a minimum of five (5') feet variance on front lines of adjacent houses, and the committee may require such a variance. The Committee shall have the authority to vary the front and side building line requirements in cases where the committee finds topographical features warrant such a variance and where such a variance would prevent the destruction of any one or more desirable trees; provided however, in no instance may the front or side building line requirements be less than required by the applicable zoning ordinance unless a waiver of this requirement is obtained.

SIDEWALKS

Four (4) foot wide sidewalks shall be installed by the owner of each lot, or his/her designated builder at the time the driveway is installed. The location and construction shall be determined by member of Architectural Control Committee.

GARAGES AND CARPORTS

Every residence shall have the equivalent of a two-car garage or carport. If located on the front or side of the residence, an enclosed garage is required and each such garage shall be equipped with a garage door and an automatic garage door opener. If located at the rear of the residence, open carport construction is permissible, provided that a full finished wall is constructed facing the street. No open carports are to be facing the lake.

DRIVEWAYS

Every residence shall have a driveway constructed of finished concrete. Driveway must be at least 11 feet in width.

OUTBUILDINGS

Usual and customary outbuildings may be maintained. Outbuildings which are not visible from the street or the lake and do not exceed the height of the perimeter fence may be constructed from such materials as are selected by the lot owner.

Outbuildings which are visible from the street or the lake or which exceed the height of the perimeter fence must be of permanent construction and must match the exterior finish of the residence.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, or barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any existing house be moved onto any lot covered by these restrictions.

SERVITUDES and/or EASEMENTS

Servitudes and/or easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

MAILBOXES

All mailboxes shall be made of cast iron and of similar design and construction, as designated and approved by the Architectural Control Committee.

SIGNS

No sign of any kind shall be displayed to the public view on any lot, except for one professional sign not more than five (5') square feet advertising the property for sale or rent, or a customary sign used by builder or real estate broker to advertise the property during the construction and sales period, provided however, this restriction shall not apply to the developer of the subdivision.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, provided, however that dogs, cats or other household pets are permitted, provided further that such permissible animals are not kept, bred or maintained for commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

SEWERAGE DISPOSAL

No individual sewerage disposal system shall be permitted on any lot. All residences must use the City of Walker sewerage disposal system.

MISCELLANEOUS

Boats, vehicles, campers or trailers of any kind or parts, or appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored or repaired on any lot except in the rear of the residence and shall not be visible from any street or the lake. Notwithstanding the foregoing, such equipment shall not be kept or maintained on any lot in a manner which would detract from the appearance of the subdivision.

No junk cars, buses or similar vehicles will be permitted to be parked in the street or on the property.

Each individual lot owner shall be responsible for the maintenance of all landscaping or his lot and for maintaining his lot(s), residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Architectural Control Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney fees.

ARCHITECTURAL CONTROL

There is hereby designated an Architectural Control Committee for this subdivision. The initial members of this Committee are as follows:

T. D. Peak, Walker, Louisiana
Tracy Shirley, Walker, Louisiana
Denise Stockwell, Walker, Louisiana

Any two members of the Committee may designate a representative to act for them. In the event of the death or resignation of any member, the remaining members shall have the authority to appoint a successor. No member shall be entitled to any compensation for service on the committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee fails to approve or disapprove any request for approval of plans or specification within thirty (30) days from the submission of all documents needed to base such decision, then approval shall be deemed to have been granted, and no action shall subsequently lie to enjoin construction of any building, in accordance with the plans and specifications submitted.

HOMEOWNERS ASSOCIATION

The developer has deemed it desirable for the efficient preservation of the values and amenities in this subdivision to create a non-profit corporation for administering and enforcing the obligations and covenants contained in these restrictions and the common areas as provided herein. The entity formed for these purposes shall be known as "The Lake at Belle Terre Homeowners Association, Inc.". Each owner of a lot in this development, including the developer, shall be a member of the said corporation. The voting rights, powers and duties of the Association shall be as set forth in the Articles of Incorporation and any By-laws of the said Association.

ASSESSMENTS

The owner of each lot, with the exception of the Developer, shall be assessed an Annual Assessment for membership in the Association, which shall be initially fixed at Fifty and no/100 (\$50.00) Dollars per year. The assessment may be increased from time to time as provided in the By-laws. The assessment shall be effective upon the recording of this instrument. The assessment shall be collected in advance and prorated for the remained of the current calendar year. Thereafter, the assessment shall become due and payable in advance on January 1 of each year.

In the event any such assessment is not paid when due, such assessment shall be deemed delinquent and the association shall be entitled to a privilege against the affected lot as provided by La. R. S. 9:1145, et seq. and if such assessment is not paid within 45 days of the due date, the association may file a notice of lien or other similar notice in the

mortgage records of the Parish of Livingston, preserving the privilege created herewith, together with costs of filing and reasonable attorney fees.

Any lots owned by the Developer shall be exempt from any assessments created hereby for as long as such lots are owned by said Developer.

COMMON PROPERTIES

"Common Properties", as used herein, shall mean and refer to those areas of land not expressly dedicated to public use and not included in any lot offered for sale, including, but not necessarily limited to medians, sidewalks, detention pond, proposed park, and other similar areas.

It is the intention of the Developer, at such time as the Developer, in its sole discretion, deems appropriate, to transfer such ownership of such common properties to the Association, without warranty, but with full substitution and subrogation to all rights and actions in warranty the Developer may have, but reserving all mineral rights, at which time the said common properties shall be held by the Association for the benefit of the homeowners in this development.

GENERAL PROVISIONS

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which said time said covenants shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be modified by agreement of all lot owners at any time.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any party cast in judgment at law of equity for violating or attempting to violate these covenants shall be liable for all court costs and reasonable attorney's fees incurred in the legal proceedings to enforce these covenants.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In the event of any disputed or controversy regarding the interpretation of these restrictions and covenants, the decision of the Architectural Control Committee is final.

THUS DONE AND SIGNED, in my office in the City of Denham Springs, Parish and State aforesaid, on the day, month and year first above written and in the presence of the undersigned, competent witnesses.

WITNESSES:

BELLE TERRE AT LIVE OAK, LLC

BY: T. Douglas Peak, Manager

ROBERT H. HARRISON, JR.
NOTARY PUBLIC