

ord

1999-4786

INTRODUCED BY: CHRIS TREGRE
PARISH PRESIDENT
(DEPT. OF PLANNING & ZONING)

ORDINANCE NO. 99-8-14

An ordinance approving and authorizing the execution of an Act of Dedication for the Primrose Estates Subdivision, Luling, La.

WHEREAS, Ridgeland Properties, LLC are the owners of a certain portion of property located in St. Charles Parish more fully described as Primrose Estates Subdivision, a resubdivision of a portion of Lots 28-A, 29-A and Portions of Lots 24-27 of Ellington - Friedlander Plantation in Section 50, Township 13 South, Range 21 East, into Lots 1-73, RC-1, 29-A-1 through 29-A-4 and remainder of lot 27, Primrose Estates Subdivision, Primrose Drive, Montpelier Drive, Zachary Drive, Madison Drive, and indicated servitudes on a Final Plat prepared by Krebs, LaSalle, LeMieux Consultants, dated March 5, 1998 with a final revision dated July 22, 1999.

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required administrative reviews and approvals have been effected relative to said subdivision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the attached Act of Dedication by Ridgeland Properties, LLC to St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the attached Act of Dedication on behalf of St. Charles Parish.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, CHAMPAGNE, AUTHEMENT, JOHNSON, DUHE, SIMON

NAYS: MINNICH, ALEXANDER, ABADIE

ABSENT: NONE

And the Ordinance was declared adopted this 16th day of August, 1999, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 8-18-99
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RET/SECRETARY: 8-18-99
AT: 2:30pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON August 20, 1999
AS ENTRY NO. 235927
IN MORTGAGE/CONVEYANCE BOOK
NO. 588 FOLIO 77

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: RIDGELAND PROPERTIES, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 18th day of August, in the year of Our Lord One Thousand Nine Hundred and Ninety-Nine,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED;

RIDGELAND PROPERTIES, L.L.C. (Hereinafter sometimes referred to as "Ridgeland"), a limited liability company, organized and existing under and by virtue of the laws of the State of Louisiana with its domicile in the Parish of Jefferson, whose address is P. O. Box 518, Metairie, Louisiana 70004-0518, within said State, herein appearing by and through J. B. Levert Land company, Inc., its Co-manager, herein appearing by and through Robert E. Becker, its President; and through Rathborne Land Company, Inc., its Co-manager, herein appearing by and through J. Cornelius Rathborne, its President.

Ridgeland declared unto me, Notary, that it is the owner of a certain tract of real property situated on the West Bank of St. Charles Parish, which lands are designated as Primrose Estates Subdivision being a portion of Section 50, T13S, R21E, St. Charles Parish, Louisiana, shown on a survey of said subdivision which survey was prepared by Krebs, LaSalle, LeMieux Consultants, Inc., dated March 5, 1998, signed by Ronald Clement, Registered Land Surveyor, which survey is entitled "PRIMROSE ESTATES, IN SECTION 50, T13S, R21E, ELLINGTON-FRIEDLANDER PLANTATION, ST. CHARLES PARISH, LA.", a copy of which is attached to and made part of this ordinance; and

Ridgeland further declared unto me that it has caused that portion of the above property designated as Primrose Estates Subdivision on the survey referred to above to be laid out in squares and lots on the plan of survey and/or re-subdivision referred to above, which plan of sub-division creates Primrose Estates Subdivision, a copy of which is attached and made part hereof; and

Ridgeland further declared unto me, Notary, that on the aforesaid plan of re-subdivision it has laid out certain streets within the Primrose Estates Subdivision which are named and identified in accordance with the annexed plan of Krebs, LaSalle, LeMieux Consultants, Inc., as Primrose Drive, Montpelier Drive, Zachary Drive and Madison Drive, which streets in regard to this dedication are more fully described in accordance with said plan as follows to wit:

PRIMROSE DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Primrose Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly right of way line of Primrose Drive, the Point of Beginning; thence from the Point of Beginning, along the westerly line of Coronado Park West Subdivision, S27°00'00"W a distance of 55.53' to a point

on the southerly right of way line of Primrose Drive; thence along the southerly right of way line of Primrose Drive, around a curve to the right, having a radius of 250.00', an arc length of 126.32', a chord bearing of N74°19'00"W and a chord distance of 124.98' to the point of tangency, thence continue along said southerly right of way line, N59°50'29"W a distance of 114.63' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 198.36', an arc length of 117.85', a chord bearing of N76°51'38"W and a chord distance of 116.12' to the point of tangency; thence continue along said southerly right of way line, N86°07'13"W a distance of 819.55' to the point of curvature; thence continue along said southerly right of way line, around a curve to the right, having a radius of 235.00', an arc length of 126.65', a chord bearing of N78°26'24"W and a chord distance of 125.13' to the point of tangency; thence continue along said southerly right of way line, N63°00'00"W a distance of 94.74' to the point of curvature; thence continue along said southerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 54.94', a chord bearing of N70°52'13"W and a chord distance of 54.77' to the point of reverse curvature; thence continue along said southerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 54.94', a chord bearing of N70°52'13"W and a chord distance of 54.77' to the point of tangency; thence continue along said southerly right of way line, N63°00'00"W a distance of 50.00' to a point on the easterly right of way line of River Ridge West; thence along said easterly right of way line, N27°00'00"E a distance of 90.00' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, S63°00'00"E a distance of 50.00' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 54.94', a chord bearing of S55°07'47"E and a chord distance of 54.77' to the point of reverse curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 54.94', a chord bearing of S55°07'47"E and a chord distance of 54.77' to the point of tangency; thence continue along said northerly right of way line, S63°00'00"E a distance of 94.74' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 175.00', an arc length of 94.32', a chord bearing of S78°26'24"E and a chord distance of 93.18' to the point of tangency; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 118.82', a chord bearing of S76°51'38"E and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S59°50'29"E a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 101.06', a chord bearing of S74°19'03"E and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, S88°47'32"E a distance of 24.16' to a point on the westerly line of Coronado Park West Subdivision, the Point of Beginning.

All as more fully shown on a plat by Krebs, LaSalle, LeMieux and Consultants, Inc. dated March 5, 1998.

MONTPELIER DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Montpelier Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, N88°47'32"W a distance of 24.16' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 101.06', a chord bearing of N74°19'03"W and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, N59°50'29"W a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 118.82', a chord bearing of N76°51'38"W and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S86°07'13"W a distance of 567.08' to a point on the easterly right of way line of Montpelier Drive, the Point of Beginning;

thence from the Point of Beginning, continue along the northerly right of way line of Primrose Drive, S86°07'13"W a distance of 101.10' to a point on the westerly right of way line of Montpelier Drive; thence along said westerly right of way line, along a curve to the left, having a radius of 20.00', an arc length of 29.36', a chord bearing of N44°03'49"E and a chord distance of 26.79' to the point of reverse curvature; thence continue along said westerly right of way line, around a curve to the right, having a radius of 175.00', an arc length of 77.33', a chord bearing of N14°40'00"E and a chord distance of 76.71' to the point of tangency; thence continue along said westerly right of way line, N27°19'34"E a distance of 444.86' to the point of curvature; thence continue along said westerly right of way line, around a curve to the right, having a radius of 267.37', an arc length of 274.36', a chord bearing of N56°43'24"E and a chord distance of 262.48' to the point of tangency on the northerly right of way line of Montpelier Drive; thence continue along said northerly right of way line, N86°07'13"E a distance of 181.23' to the point of curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 835.00', an arc length of 425.62', a chord bearing of S79°16'38"E and a chord distance of 421.02' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 8.90', a chord bearing of S77°25'43"E and a chord distance of 8.83' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 95.00', an arc length of 142.03', a chord bearing of S47°21'06"E and a chord distance of 129.17' to a point; thence S81°09'34"W a distance of 74.43' to a point on the southerly right of way line of Montpelier Drive; thence continue along said southerly right of way line, around a curve to the left, having a radius of 40.00', an arc length of 37.81', a chord bearing of N35°55'13"W and a chord distance of 36.42' to the point of tangency; thence continue along said southerly right of way line, N63°00'00"W a distance of 15.76' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 775.00', an arc length of 417.69', a chord bearing of N78°26'24"W and a chord distance of 412.65' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 181.23' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 207.37', an arc length of 212.79', a chord bearing of S56°43'24"W and a chord distance of 203.58' to the point of tangency on the easterly right of way line of Montpelier Drive; thence continue along said easterly right of way line, S27°19'34"W a distance of 444.86' to the point of curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 115.00', an arc length of 38.24', a chord bearing of S17°47'59"W and a chord distance of 38.07' to the point of compound curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 35.66', a chord bearing of S42°48'11"E and a chord distance of 31.12' to the point of tangency on the northerly right of way line of Primrose Drive, the Point of Beginning.

All as more fully shown on a plat by Krebs, LaSalle, LeMieux and Consultants, Inc. dated March 5, 1998.

ZACHARY DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Zachary Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, N88°47'32"W a distance of 24.16' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 101.06', a chord bearing of N74°19'03"W and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, N59°50'29"W a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 118.82', a chord bearing of N76°51'38"W and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S86°07'13"W a distance of 567.08' to a point on the easterly right of way line of Montpelier Drive; thence along the easterly right of way line of Montpelier Drive, around a curve to the right, having a radius of 20.00',

an arc length of 35.66', a chord bearing of N42°48'11"W and a chord distance of 31.12' to the point of compound curvature; thence continue along said easterly right of way line, around a curve to the right, having a radius of 115.00', an arc length of 38.24', a chord bearing of N17°47'59"E and a chord distance of 38.07' to the point of tangency; thence continue along said easterly right of way line, N27°19'34"E a distance of 226.51' to a point on the southerly right of way line of Zachary Drive, the Point of Beginning. thence continue along the easterly right of way line of Montpelier Drive, N27°19'34"E a distance of 100.72' to a point on the northerly right of way line of Zachary Drive; thence along said northerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 34.63', a chord bearing of S22°16'38"E and a chord distance of 30.46' to the point of compound curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 145.00', an arc length of 55.67', a chord bearing of S82°52'49"E and a chord distance of 55.33' to the point of tangency; thence continue along said northerly right of way line, N86°07'13"E a distance of 355.82' to the point of curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 514.31', an arc length of 291.96', a chord bearing of S77°37'02"E and a chord distance of 288.05' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 50.00', an arc length of 79.98', a chord bearing of N72°49'21"E and a chord distance of 71.72' to the point of tangency on the westerly right of way line of Zachary Drive; thence continue along said westerly right of way line, N27°00'00"E a distance of 153.06' to the point of curvature; thence continue along said westerly right of way line, around a curve to the left, having a radius of 40.00', an arc length of 25.02', a chord bearing of N09°04'47"E and a chord distance of 24.62' to a point; thence N81°09'34"E a distance of 74.43' to a point on the easterly right of way line of Zachary Drive; thence continue along said easterly right of way line, around a curve to the right, having a radius of 95.00', an arc length of 85.05', a chord bearing of S21°07'33"W and a chord distance of 82.24' to the point of reverse curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.90', a chord bearing of S36°53'11"W and a chord distance of 6.87' to the point of tangency; thence continue along said easterly right of way line, S27°00'00"W a distance of 119.78' to the point of curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.96', a chord bearing of S17°01'31"W and a chord distance of 6.93' to the point of reverse curvature; thence continue along said easterly right of way line, around a curve to the right, having a radius of 90.00', an arc length of 202.57', a chord bearing of S71°31'45"W and a chord distance of 162.44' to the point of reverse curvature on the southerly right of way line of Zachary Drive; thence continue along said southerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.31', a chord bearing of N53°02'09"W and a chord distance of 6.29' to the point of compound curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 454.31', an arc length of 252.15', a chord bearing of N77°58'47"W and a chord distance of 248.92' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 355.82' to the point of curvature; thence continue along said southerly right of way line, around a curve to the right, having a radius of 205.00', an arc length of 93.41', a chord bearing of N80°49'36"W and a chord distance of 92.60' to the point of reverse curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 29.64', a chord bearing of S69°46'35"W and a chord distance of 27.00' to a point on the easterly right of way line of Montpelier Drive, the Point of Beginning.

All as more fully shown on a plat by Krebs, LaSalle, LeMieux and Consultants, Inc. dated March 5, 1998.

MADISON DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Madison Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1984.49' to a point on the southerly right

of way line of Primrose Drive; thence along the southerly right of way line of Primrose Drive, around a curve to the right, having a radius of 250.00', an arc length of 126.32', a chord bearing of N74°19'00"W and a chord distance of 124.98' to the point of tangency, thence continue along said southerly right of way line, N59°50'29"W a distance of 114.63' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 198.36', an arc length of 117.85', a chord bearing of N76°51'38"W and a chord distance of 116.12' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 213.28' to a point on the easterly right of way line of Madison Drive, the Point of Beginning; thence from the Point of Beginning, along the easterly right of way line of Madison Drive, around a curve to the left, having a radius of 20.00', an arc length of 31.42', a chord bearing of S41°07'13"W and a chord distance of 28.28' to the point of tangency, thence continue along said easterly right of way line, S03°52'47"E a distance of 100.00' to the point near the northerly side of Ellington Canal; thence along said canal, S86°07'13"W a distance of 70.00' to a point on the westerly right of way line of Madison Drive; thence along said westerly right of way line, N03°52'47"W a distance of 100.00' to the point of curvature; thence along said westerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 31.42', a chord bearing of N48°52'47"W and a chord distance of 28.28' to the point of tangency on the southerly right of way line of Primrose Drive; thence along said southerly right of way line, N86°07'13"E a distance of 110.00' to a point, the Point of Beginning.

All as more fully shown on a plat by Krebs, LaSalle, LeMieux and Consultants, Inc. dated March 5, 1998.

All of the streets dedicated herein are described on a plan of subdivision entitled "PRIMROSE ESTATES, IN SECTION 50, T13S, R21E, ELLINGTON-FRIEDLANDER PLANTATION, ST. CHARLES PARISH, LA.", which plan of subdivision is certified correct by Krebs, LaSalle, LeMieux Consultants, Inc., stamped by Ronald Clement, Registered Land Surveyor, dated March 5, 1998. On all matters of the description of the property on which the streets are located, the above referred to survey shall be controlling.

Ridgeland further declared unto me, Notary, that on the aforesaid plan of resubdivision, it has also designated and labeled various servitudes for utility and drainage purposes; and

Ridgeland further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by the presents, dedicate the following streets located all within Primrose Estates Subdivision, namely: Primrose Drive, Montpelier Drive, Zachary Drive, and Madison Drive, as hereinabove described and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan of resubdivision by Krebs, LaSalle, LeMieux Consultants, Inc., to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general; and

Ridgeland further declared unto me, Notary, that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Primrose Drive, Montpelier Drive, Zachary Drive, and Madison Drive, only as far as said streets are located in Primrose Estates Subdivision.
2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish. Ridgeland does hereby reserve all rights of fee ownership to that portion of the aforesaid Primrose Estates Subdivision which comprises the various servitudes for utility and drainage purposes.
3. Ridgeland does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets identified hereinabove and

by the aforesaid utility and drainage servitudes granted herein. In that connection, Ridgeland does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Ridgeland's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Primrose Estates Subdivision, whereby, however, Ridgeland will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.

4. The herein dedication of streets and grant of servitudes for utility and drainage purposes are made by Ridgeland without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. St. Charles Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitudes areas.
7. The grant herein of various servitudes for utility and drainage purposes shall be used exclusively for those purposes and Ridgeland reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude for utility and drainage purposes. The herein granted utility and drainage servitude shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Primrose Estates Subdivision.
8. Ridgeland warrants that the herein dedication of street and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date herein.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the "Primrose Estates Subdivision", such as by way of illustration by not limitation pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Ridgeland hereby acknowledges that a certain parcel of property measuring 76.72' along Lot 46, 120.91' along Ellington Canal and 114.63' along Primrose Drive, is designated as the "Common Green Area", all as more fully shown on a plat by Krebs, LaSalle, LeMieux and Consultants, Inc. dated March 5, 1998. This parcel is not being dedicated to St. Charles Parish.
12. Ridgeland warrants that all utilities and streets have been placed within the servitude(s) granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Chris A. Tregre, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on 8-16-99, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept all of said streets and utility and drainage facilities and assumes the maintenance thereof.

This Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance 99-8-14 the 16th day of August, 1999, a photocopy of which is attached and made part hereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole

WITNESSES:

[Signature]
[Signature]

RIDGELAND PROPERTIES, L.L.C.
By: J. B. LEVERT LAND COMPANY, INC.
Its Co-Manager

BY: [Signature]
Robert E. Becker, President

By: RATHBORNE LAND COMPANY, INC.
Its Co-Manager

BY: [Signature]
J. Cornelius Rathborne, President

ST. CHARLES PARISH

BY: [Signature]
Chris A. Tregre
Parish President

[Signature]
NOTARY PUBLIC

PARTIAL RELEASE OF
MULTIPLE INDEBTEDNESS MORTGAGE

- UNITED STATES OF AMERICA
- STATE OF LOUISIANA
- PARISH OF ST. CHARLES

99 JUL 23 PM 1:49
RECORDED IN THE
BOOK 720 FOLIO 23
CLERK OF COURT
ST. CHARLES PARISH, LA

BE IT KNOWN, that on this 20 day of July, 1999, before me,
Bryant J. Detene, Jr., a Notary Public, duly commissioned and qualified in and
for the State of Parish aforesaid, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

WHITNEY NATIONAL BANK, a national bank duly chartered under the laws of
the United States of America, with a mailing address at P. O. Box 61260, New
Orleans, Louisiana 70161, herein represented by Robert W. Esteves, Jr., its duly
authorized Banking Officer,

who stated to me, Notary, that it is the Mortgagee of record of that certain Multiple Indebtedness Mortgage
mortgaging the property described in said act, recorded in MOB 576, folio 701, Parish of
St. Charles, State of Louisiana.

NOW THEREFORE, the said Appearer, pursuant to LA. R.S. 9:5556, does hereby authorize and
direct the Clerk of Court for the Parish of St. Charles to partially erase and cancel from the records of his
office the inscription of the Multiple Indebtedness Mortgage recorded in MOB 576, folio 701, of the
mortgage records of his office, but insofar only as the Multiple Indebtedness Mortgage bear upon and
affect the property described as follows, and no further, to-wit:

PRIMROSE DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East,
St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part
known as Primrose Estates, designated as Primrose Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the
southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way
line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision;
thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly
right of way line of Primrose Drive, the Point of Beginning; thence from the Point of Beginning,
along the westerly line of Coronado Park West Subdivision, S27°00'00"W a distance of 55.53' to
a point on the southerly right of way line of Primrose Drive; thence along the southerly right of
way line of Primrose Drive, around a curve to the right, having a radius of 250.00', an arc length
of 126.32', a chord bearing of N74°19'00"W and a chord distance of 124.98' to the point of
tangency, thence continue along said southerly right of way line, N59°50'29"W a distance of
114.63' to the point of curvature; thence continue along said southerly right of way line, around a
curve to the left, having a radius of 198.36', an arc length of 117.85', a chord bearing of
N76°51'38"W and a chord distance of 116.12' to the point of tangency; thence continue along said
southerly right of way line, N86°07'13"W a distance of 819.55' to the point of curvature; thence
continue along said southerly right of way line, around a curve to the right, having a radius of
235.00', an arc length of 126.65', a chord bearing of N78°26'24"W and a chord distance of 125.13'
to the point of tangency; thence continue along said southerly right of way line, N63°00'00"W a
distance of 94.74' to the point of curvature; thence continue along said southerly right of way line,
along a curve to the left, having a radius of 200.00', an arc length of 54.94', a chord bearing of
N70°52'13"W and a chord distance of 54.77' to the point of reverse curvature; thence continue
along said southerly right of way line, along a curve to the right, having a radius of 200.00', an arc
length of 54.94', a chord bearing of N70°52'13"W and a chord distance of 54.77' to the point of
tangency; thence continue along said southerly right of way line, N63°00'00"W a distance of 50.00'
to a point on the easterly right of way line of River Ridge West; thence along said easterly right

line of River Ridge West; thence along said easterly right of way line, N27°00'00"E a distance of 90.00' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, S63°00'00"E a distance of 50.00' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 54.94', a chord bearing of S55°07'47"E and a chord distance of 54.77' to the point of reverse curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 54.94', a chord bearing of S55°07'47"E and a chord distance of 54.77' to the point of tangency; thence continue along said northerly right of way line, S63°00'00"E a distance of 94.74' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 175.00', an arc length of 94.32', a chord bearing of S78°26'24"E and a chord distance of 93.18' to the point of tangency; thence continue along said northerly right of way line, N86°07'13"E a distance of 819.55' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 118.82', a chord bearing of S76°51'38"E and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S59°50'29"E a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 101.06', a chord bearing of S74°19'03"E and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, S88°47'32"E a distance of 24.16' to a point on the westerly line of Coronado Park West Subdivision, the Point of Beginning.

Said portion of ground contains 93,663.19 square feet or 2.1502 acres, more or less.

MONTPELIER DRIVE

A certain portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Montpelier Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, N88°47'32"W a distance of 24.16' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 101.06', a chord bearing of N74°19'03"W and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, N59°50'29"W a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 118.82', a chord bearing of N76°51'38"W and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S86°07'13"W a distance of 567.08' to a point on the easterly right of way line of Montpelier Drive, the Point of Beginning; thence from the Point of Beginning, continue along the northerly right of way line of Primrose Drive, S86°07'13"W a distance of 101.10' to a point on the westerly right of way line of Montpelier Drive; thence along said westerly right of way line, along a curve to the left, having a radius of 20.00', an arc length of 29.36', a chord bearing of N44°03'49"E and a chord distance of 26.79' to the point of reverse curvature; thence continue along said westerly right of way line, around a curve to the right, having a radius of 175.00', an arc length of 77.33', a chord bearing of N14°40'00"E and a chord distance of 76.71' to the point of tangency; thence continue along said westerly right of way line, N27°19'34"E a distance of 444.86' to the point of curvature; thence continue along said westerly right of way line, around a curve to the right, having a radius of 267.37', an arc length of 274.36', a chord bearing of N56°43'24"E and a chord distance of 262.48' to the point of tangency on the northerly right of way line of Montpelier Drive; thence continue along said northerly right of way line, N86°07'13"E a distance of 181.23' to the point of curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 835.00', an arc length of 425.62', a chord bearing of S79°16'38"E and a chord distance of 421.02' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 8.90', a chord bearing of S77°25'43"E and a chord distance of 8.83' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 95.00', an arc length of 142.03', a chord bearing of

S47°21'06"E and a chord distance of 129.17' to a point; thence S81°09'34"W a distance of 74.43' to a point on the southerly right of way line of Montpelier Drive; thence continue along said southerly right of way line, around a curve to the left, having a radius of 40.00', an arc length of 37.81', a chord bearing of N35°55'13"W and a chord distance of 36.42' to the point of tangency; thence continue along said southerly right of way line, N63°00'00"W a distance of 15.76' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 775.00', an arc length of 417.69', a chord bearing of N78°26'24"W and a chord distance of 412.65' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 181.23' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 207.37', an arc length of 212.79', a chord bearing of S56°43'24"W and a chord distance of 203.58' to the point of tangency on the easterly right of way line of Montpelier Drive; thence continue along said easterly right of way line, S27°19'34"W a distance of 444.86' to the point of curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 115.00', an arc length of 38.24', a chord bearing of S17°47'59"W and a chord distance of 38.07' to the point of compound curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 35.66', a chord bearing of S42°48'11"E and a chord distance of 31.12' to the point of tangency on the northerly right of way line of Primrose Drive, the Point of Beginning.

Said portion of ground contains 89,813.37 square feet or 2.0618 acres, more or less.

ZACHARY DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Zachary Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1928.96' to a point on the northerly right of way line of Primrose Drive; thence along said northerly right of way line, N88°47'32"W a distance of 24.16' to the point of curvature; thence continue along said northerly right of way line, along a curve to the right, having a radius of 200.00', an arc length of 101.06', a chord bearing of N74°19'03"W and a chord distance of 99.99' to the point of tangency; thence continue along said northerly right of way line, N59°50'29"W a distance of 147.30' to the point of curvature; thence continue along said northerly right of way line, along a curve to the left, having a radius of 200.00', an arc length of 118.82', a chord bearing of N76°51'38"W and a chord distance of 117.08' to the point of tangency; thence continue along said northerly right of way line, S86°07'13"W a distance of 567.08' to a point on the easterly right of way line of Montpelier Drive; thence along the easterly right of way line of Montpelier Drive, around a curve to the right, having a radius of 20.00', an arc length of 35.66', a chord bearing of N42°48'11"W and a chord distance of 31.12' to the point of compound curvature; thence continue along said easterly right of way line, around a curve to the right, having a radius of 115.00', an arc length of 38.24', a chord bearing of N17°47'59"E and a chord distance of 38.07' to the point of tangency; thence continue along said easterly right of way line, N27°19'34"E a distance of 226.51' to a point on the southerly right of way line of Zachary Drive, the Point of Beginning; thence continue along the easterly right of way line of Montpelier Drive, N27°19'34"E a distance of 100.72' to a point on the northerly right of way line of Zachary Drive; thence along said northerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 34.63', a chord bearing of S22°16'38"E and a chord distance of 30.46' to the point of compound curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 145.00', an arc length of 55.67', a chord bearing of S82°52'49"E and a chord distance of 55.33' to the point of tangency; thence continue along said northerly right of way line, N86°07'13"E a distance of 355.82' to the point of curvature; thence continue along said northerly right of way line, around a curve to the right, having a radius of 514.31', an arc length of 291.96', a chord bearing of S77°37'02"E and a chord distance of 288.05' to the point of reverse curvature; thence continue along said northerly right of way line, around a curve to the left, having a radius of 50.00', an arc length of 79.98', a chord bearing of N72°49'21"E and a chord distance of 71.72' to the point of tangency on the westerly right of way line of Zachary Drive; thence continue along said westerly right of way line, N27°00'00"E a distance of 153.06' to

the point of curvature; thence continue along said westerly right of way line, around a curve to the left, having a radius of 40.00', an arc length of 25.02', a chord bearing of N09°04'47"E and a chord distance of 24.62' to a point; thence N81°09'34"E a distance of 74.43' to a point on the easterly right of way line of Zachary Drive; thence continue along said easterly right of way line, around a curve to the right, having a radius of 95.00', an arc length of 85.05', a chord bearing of S21°07'33"W and a chord distance of 82.24' to the point of reverse curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.90', a chord bearing of S36°55'11"W and a chord distance of 6.87' to the point of tangency; thence continue along said easterly right of way line, S27°00'00"W a distance of 119.78' to the point of curvature; thence continue along said easterly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.96', a chord bearing of S17°01'31"W and a chord distance of 6.93' to the point of reverse curvature; thence continue along said easterly right of way line, around a curve to the right, having a radius of 90.00', an arc length of 202.57', a chord bearing of S71°31'45"W and a chord distance of 162.44' to the point of reverse curvature on the southerly right of way line of Zachary Drive; thence continue along said southerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 6.31', a chord bearing of NS3°02'09"W and a chord distance of 6.29' to the point of compound curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 454.31', an arc length of 252.15', a chord bearing of N77°58'47"W and a chord distance of 248.92' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 355.82' to the point of curvature; thence continue along said southerly right of way line, around a curve to the right, having a radius of 205.00', an arc length of 93.41', a chord bearing of N80°49'36"W and a chord distance of 92.60' to the point of reverse curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 29.64', a chord bearing of S69°46'35"W and a chord distance of 27.00' to a point on the easterly right of way line of Montpelier Drive, the Point of Beginning.

Said portion of ground contains 66,187.32 square feet or 1.5195 acres, more or less.

MADISON DRIVE

A certain piece or portion of ground situated in Section 50, Township 13 South, Range 21 East, St. Charles Parish, Louisiana, being a portion of Ellington-Friedlander Plantation, in that part known as Primrose Estates, designated as Madison Drive and more fully described as follows:

Commence at the line common to Sections 69 & 48, Township 13 South, Range 21 East and the southerly right of way line of U. S. Highway No. 90 and measure along said southerly right of way line, S72°43'10"W a distance of 4234.96' to the westerly line of Coronado Park West Subdivision; thence along said westerly line, S27°00'00"W a distance of 1984.49' to a point on the southerly right of way line of Primrose Drive; thence along the southerly right of way line of Primrose Drive, around a curve to the right, having a radius of 250.00', an arc length of 126.32', a chord bearing of N74°19'00"W and a chord distance of 124.98' to the point of tangency; thence continue along said southerly right of way line, N59°50'29"W a distance of 114.63' to the point of curvature; thence continue along said southerly right of way line, around a curve to the left, having a radius of 198.36', an arc length of 117.85', a chord bearing of N76°51'38"W and a chord distance of 116.12' to the point of tangency; thence continue along said southerly right of way line, S86°07'13"W a distance of 213.28' to a point on the easterly right of way line of Madison Drive, the Point of Beginning; thence from the Point of Beginning, along the easterly right of way line of Madison Drive, around a curve to the left, having a radius of 20.00', an arc length of 31.42', a chord bearing of S41°07'13"W and a chord distance of 28.28' to the point of tangency; thence continue along said easterly right of way line, S03°52'47"E a distance of 100.00' to the point near the northerly side of Ellington Canal; thence along said canal, S86°07'13"W a distance of 70.00' to a point on the westerly right of way line of Madison Drive; thence along said westerly right of way line, N03°52'47"W a distance of 100.00' to the point of curvature; thence along said westerly right of way line, around a curve to the left, having a radius of 20.00', an arc length of 31.42', a chord bearing of N48°52'47"W and a chord distance of 28.28' to the point of tangency on the southerly right of way line of Primrose Drive; thence along said southerly right of way line, N86°07'13"E a distance of 110.00' to a point, the Point of Beginning.

Said portion of ground contains 8,571.68 square feet or 0.1968 acres, more or less.

THUS DONE AND PASSED, in multiple original, in my office in Prichard, Louisiana,
on the day, month and year herein first above written, in the presence of the undersigned competent
witnesses, who hereunto sign their names with the said appearer and me, Notary.

WITNESSES:

WHITNEY NATIONAL BANK

Cara Pitts
Willow Jean Hooper

BY: Robert W. Esteves, Jr.
ROBERT W. ESTEVES, JR.
Its Banking Officer

Brenda J. Dyer, J.
NOTARY

DECLARATION	*	UNITED STATES OF AMERICA
BY RIDGELAND PROPERTIES, L.L.C.	*	STATE OF LOUISIANA
OF COVENANTS, CONDITIONS & RESTRICTIONS	*	PARISH OF ST. CHARLES
FOR PRIMROSE ESTATES	*	

BE IT KNOWN, that on this 21st day of the month of July, 1999, before me Gregory C. Lier, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, Louisiana, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

RIDGELAND PROPERTIES, L.L.C., a Louisiana limited liability company, whose permanent mailing address is 3240 S. I-10 Service Road, Metairie, Louisiana 70001, and whose U. S. taxpayer identification number is 72-1306666, herein represented by its Managers, J. B. Levritt Land Company, Inc., herein represented by Robert E. Becker, its President, duly authorized by resolutions of the Board of Directors, certified copy of which is annexed hereto, and Rathborne Land Company, Inc., herein represented by J. Cornelius Rathborne, its President, duly authorized by resolutions of the Board of Directors, certified copy of which is annexed hereto, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of Primrose Estates, Section 50, T13S, R21 E, St. Charles Parish, State of Louisiana which is more particularly described on the survey, dated March 5, 1998, last revised July 6, 1999, attached as Exhibit A (the "Property");

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said residential community and to this end, desires to subject the Property to the covenants, building restrictions, servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and each Lot Owner;

NOW, THEREFORE, in accordance with La. Civil Code Article 775, *et seq.*, and La. R.S. 9:1141.1, *et seq.*, and 9:1145, *et seq.* and in order to assure and maintain a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein, the Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

ARTICLE I
Definitions

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to the Property and includes the residence and any detached garages, cabanas or pool houses and any satellite dishes.

"Lot" and/or "Lots" shall mean and refer to the 73 lots of record as shown on Exhibit A.

"Lot Owner" shall mean and refer to the record owner (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property or, if applicable, any tenant or occupant of the Lot.

"Common Area Parcel" shall mean the parcel of land which adjoins Lot 46 and is designated as the common green area on Exhibit A annexed hereto.

"Home Owners Association" shall mean the Louisiana Nonprofit Corporation created under the provisions of La. R. S. 12:201, *et seq.*, as more fully set forth in Article VI.

"Property" shall mean and refer to that certain immovable property described on Exhibit A annexed hereto.

"Restrictions" shall mean this Declaration Of Covenants, Conditions & Restrictions.

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 ST. CHARLES PARISH, LA

"Streets" shall mean the public streets over the Property and designated as Primrose Drive, Montpelier Drive, Zachary Drive and Madison Drive, all as shown on Exhibit A.

ARTICLE II General Provisions

Section 2.01 General Provisions. These Restrictions shall constitute building restrictions, predial servitudes, covenants and real rights running with the land which are for the purpose of protecting the value and desirability of and which shall run with, the Property and shall be binding on the Property, all Lot Owners and any other owners of property in the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, transfer or lease of such property. Invalidation of any one of these Restrictions by judgement or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.02 Existing Servitudes and Servitude of Drainage over the Lots. All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2.03 Public Servitudes and Private Servitudes. There is hereby reserved in favor of Declarant a fifteen foot wide servitude (the "15' Servitude") across the front of each Lot which is coterminous with the Streets and measured fifteen feet from the Street toward the rear of the Lots and is located in the 20' Bldg Setback Line shown on Exhibit A for street lights, drainage, water, sewer, telephones, cable, electrical gas or other utilities. It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the 15' Servitude, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the 15' Servitude in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which are or will be located in the 15' Servitude.

ARTICLE III Architectural Control Committee

Section 3.01 Approval of Plans. Prior to the commencement of (i) any construction or placement of any improvements or other buildings, constructions, structures, fences, walls, bulkheads, fill, overland drainage, revetments or any other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to any of the foregoing (collectively hereinafter referred to as "Improvements"), the detailed plans and specifications of such Improvements shall be submitted to and approved in writing by the Architectural Control Committee constituted as provided herein. A review fee of \$200.00 shall be charged for each set of plans and specifications reviewed by the Architectural Control Committee. All submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it in writing along with the appropriate fee, approval will not be required and the provisions of this Section will be deemed to have been fully performed; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location, height, and extent of fences, walls, driveways, or other screening devices, the types and colors of exterior materials, the orientation of buildings on each Lot including size and shape of the house and garage and access thereto, and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to

property lines, building lines, servitudes, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines). The failure to pay the review fee with the submission of the plans and specifications for the Improvements shall be deemed to be a rejection of such plans and specifications.

Section 3.02 Committee Membership. The Architectural Control Committee shall be composed of the board of directors of the Home Owners Association, who by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of Architectural Control Committee, the board of directors of the Home Owners Association shall appoint a successor member, and until such successor member shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3.03 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes), to act as guidelines for acceptable Improvements but such outlines shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 3.05 Privilege. The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Control Committee (or its successors) to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Architectural Control Committee. Additionally, all expenses incurred by the Architectural Control Committee (or its successors) in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner and the Architectural Control Committee, shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Architectural Control Committee.

Section 3.06 Enforcement. The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Control Committee may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Architectural Control Committee. In the event a Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Section 4.09, the Architectural Control Committee or its employees, contractors or agents shall have the right to go upon such Lot, cause the Lot to be cleared, cleaned and mowed and have the grass, weeds and vegetation cut, when and as often as may be necessary in its judgment to keep the Lot in condition required by these restrictions. The Architectural Control Committee or its employees, contractors or agents shall have the right to go upon any Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery or to do anything necessary to maintain the aesthetic standards of such Lot for the benefit of the other Lot Owner at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. The failure of the Architectural Control Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Architectural Control Committee shall not have any personal liability or responsibility for its failure to enforce any restriction, covenants or conditions herein contained.

ARTICLE IV Prohibited Uses

Section 4.01 Off-street Parking. No vehicle, recreational vehicle, boat or trailer may be parked on the street fronting any Lot on a regular basis or for an extended period of time. All boats, trailer and/or recreational vehicles shall be parked on each Lot behind a fence or in the garage so that they are not apparent from the Streets.

Section 4.02 Single Family Residential Purposes. All Improvements constructed on any of the Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Lot Owner or his tenant and their families and the use of Lots for a public boarding house, lodging house, hospital, or institution of any kind or for any duplex apartments, garage apartments or other income - providing apartment use is strictly prohibited. Single family "residential purposes" shall not exclude any Lot Owner from having an appurtenant private garage, servant's quarters or other appurtenant out-building or structures; provided, however, such Improvements are in compliance with these restrictions and are approved by the Architectural Control Committee. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not; provided, however, this prohibition shall not preclude a home office as long as no client meetings, advertising, warehousing, or similar public commercial activities are conducted on, at or in connection with said home office.

Section 4.03 No Temporary or Prefabricated Structures. No structure of a temporary character, nor any trailer, mobile, modular or prefabricated home, garage, barn, or other structure or building, whether constructed of metal, wood, plastic or fiberglass, shall be placed or permitted on any Lot and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location. However, for a period of two years after the effective date hereof, Declarant reserves the right to have a temporary structure to assist in the construction of the Streets and related improvements and in Lot sales.

Section 4.04 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

Section 4.05 Signs. No sign of any kind shall be displayed to the public view on any Lot, except :

1. Such signs as the Declarant may deem necessary to promote Lot sales;
2. Any Lot Owner may display one (1) sign of not more than eight (8) square feet on a Lot to advertise the Lot or any residence is for sale or rent;
3. Signs by the architect, contractor or the financial institution who are designing, constructing or financing the construction of a single family residence of not more than eight (8) square feet during the construction of such residence.

Section 4.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 4.07 Removal of Dirt and Fill. The removal of any dirt or fill from any Lot is prohibited without the prior written consent of the Architectural Control Committee.

Section 4.08 Garbage and Refuse Storage and Disposal. All Lots and Improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from public view. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of Improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 4.09 Lot Maintenance. All Lot Owners shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so that the grass shall be at a height of not greater than 12 inches.

Section 4.10 Access and Culverts. No driveways or roadways may be constructed on any Lot to provide access to the Streets or any adjoining Lot or property without the prior written consent of the Architectural Control Committee. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Lot Owners shall provide culverts with suitable head walls for any driveway into a Lot. No culverts shall be placed in a drainage ditch unless the prior written approval of the Architectural Control Committee as to size, material and location of the culvert is obtained. Culvert size shall always conform to the Master Drainage Plan for the Property and all culverts shall have a minimum size of eighteen (18') inches in diameter. Installation of culverts shall also comply with the rules and regulations of St. Charles Parish. Lot Owners shall maintain all culverts on their Lots and shall keep all drainage ditches in a free flowing condition.

Section 4.11 Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 4.12 Servitude Area. No Improvements shall be constructed in any of the servitudes shown on Exhibit A. While the surface of any servitude area for underground utilities may be used for landscaping, no trees, plants or other shrubbery shall be allowed within any of the servitudes affecting the Lots which will in any way damage, obstruct or interfere with the use or maintenance of the use of such servitudes, nor change or retard the flow of water through any drainage ditches or channels in such servitudes.

Neither Declarant nor any supplier of any utility or service using any servitude area shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

Section 4.13 Drainage Ditches. During construction of any Improvements and at all time thereafter, all drainage ditches shall be kept free flowing and clear of any debris and impediments. During construction, a silt screen or hay bale barrier shall be installed to prevent fill from the Lots eroding into the drainage ditches. Upon completion of construction of any Improvements, the Lot Owner shall seed and develop a full healthy grass growth in the swale area. The elevations of the swale drainage ditches shall be maintained. With the exception of driveways, which shall have culverts authorized by the Architectural Control Committee, no Improvements shall block any of the drainage ditches. Lot Owners shall, at all times, keep the drainage ditches on their Lots mowed and free of weeds or any debris and no impediments shall be placed in any drainage ditches. The drainage ditches shall not be filled or otherwise altered in any fashion.

Section 4.14 Satellite Dishes and Antenna Prohibited. No Lot shall have a television, C.B., ham or other radio antennas nor any satellite dishes in excess of 24 inches in diameter. The location of satellite dishes smaller than 24 inches in diameter shall be approved by the Architectural Control Committee and in no event shall such satellite dishes be visible from the Streets.

ARTICLE V Minimum Standards for Construction

Section 5.01 Utility and Sewer. All utility lines shall be installed underground. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by the St. Charles Parish.

Section 5.02 Size of Residences. No residential structure erected on any Lot shall have more than two and one-half (2 ½) stories. The total of actual living area of any residence, located on in the Property shall not be less than 1,600 square feet except that all two story residences shall have a minimum of two thousand (2,000) square feet of living space.

Section 5.03 Minimum Lot Area. The resubdivision of Lots is prohibited, except where two adjoining Lot Owners desire to resubdivide a Lot common to Lots between them in order to increase the size of their respective adjoining properties. No Lot shall be resubdivided into a smaller lot of record.

Section 5.04 Offstreet Parking and Garages. Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of a concrete parking apron of a width sufficient to accommodate two automobiles side by side. In addition to the residence, detached buildings will be allowed for private garages (but not for more than two cars), for utility space or storage, for playhouses or for pool side cabanas; provided that the maximum area occupied by such detached buildings shall not exceed ten percent (10%) of the total square footage of the Lot and further provided that any such detached building shall be of the same architectural quality as the main dwelling. No metal buildings and no buildings, porches, patios, decks or carports with metal, plastic or fiberglass roofs shall be permitted. No structure of a temporary character, nor any trailer, mobile, modular or prefabricated home, garage, barn, or other structure or building, whether constructed of metal, wood, plastic or fiberglass, shall be placed or permitted on any Lot.

No driveway shall be located nearer than 1 feet to any side lot line and no patio or pool deck shall be located nearer than five feet to any side lot line. There shall only be one driveway per Lot, provided that a circular drive shall be deemed the driveway. All driveways shall have a minimum width of 12 feet and a maximum width of 24 feet. The Architectural Control Committee must approve all plans and specifications for any driveway, garage or other detached improvements prior to the commencement of construction thereof.

Section 5.05 Slab elevation. The minimum slab or floor elevation of a residence on any Lot shall be four and one-half (4½) feet above mean sea level. The slab shall be veneered through the use of brick ledges or other approved detail; and the slab shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab. Prior to the pouring of the slab or laying the foundation and immediately thereafter, the Lot Owner shall provide to the Architectural Control Committee a grade letter signed by a licensed surveyor evidencing that these requirements have been satisfied.

Section 5.06 Lot Drainage, Fill and Grade elevation. Each Lot shall be sloped and graded by the Lot Owner as to contain its own water and to drain from the rear to the Street upon which the Lot fronts. Lots shall be filled by the Lot Owner to an elevation of no greater than three feet above mean sea level at the front property line of each Lot as it faces the Street; provided however, no Lot shall be filled to a level of higher than four feet above mean sea level at any other location. All fill plans for any Lot shall be approved by Architectural Control Committee prior to any fill being placed on a Lot. No drainage of any Lot shall be altered without the express prior written consent of the Architectural Control Committee. No Improvements shall be constructed on any Lot that may block storm water runoff from the Street or that allows storm water to stand on the Street.

Fill for any Lot will be any reasonably acceptable material customarily used to fill residential lots; provided that it does not erode easily. If river sand, pumped sand, any granular fill or any other easily erodible soil is used, then the fill shall be topped with a minimum blanket of six inches of clay or other clayey type soil acceptable to the Architectural Control Committee. Any fill used in Lots 46 through and including Lot 56 shall not be allowed to erode unto the twenty (20') foot drainage servitude at the rear of such lots; and if river sand, pumped sand, any granular fill or any other easily erodible soil is used to fill Lots 46 through and including Lot 56, then in addition to the above required six inch cover, the rear ten feet of such Lots shall be covered with a minimum blanket of twelve inches of clay or other clayey type soil acceptable to the Architectural Control Committee.

Section 5.07 Setbacks. No Improvements shall be located on any Lot closer than twenty (20') feet to the front Lot line facing the Street or fifteen (15') feet to any side street lot line or corner lots line. No Improvements (other than fences) shall be located closer than five feet to an interior side lot line thereby maintaining at all times at least a ten (10') foot minimum setback from all Improvements located on adjoining Lots. No residence shall be located closer than twenty feet from the rear lot line. No detached buildings shall be located closer than 5 feet to the rear lot line. All measurements shall be from the sill lines to the edge of the lot lines. The Architectural Control Committee may grant waivers or variations to these requirements in the case of irregularly shaped Lots, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property. Additionally, all building setbacks shall conform to the Zoning Ordinances of St. Charles Parish which may impose stricter setback requirements than those specified herein.

Section 5.08 Fences. No fence or wall shall be located on any Lot nearer to any Street than the front sill of the residence; or, if a corner lot, fences may be even with the side sill of the residence. As to vacant and unimproved Lots which do not have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than thirty (30') feet from the front lot line facing the Street; as to vacant or unimproved Lots owned by an adjoining Lot Owner, no fence or wall shall be permitted to extend nearer than the fence on the adjoining Lot with common ownership. No fence shall be greater than

Section 5.10 Landscaping. All landscaping for the front yard of any improved Lot shall be first approved in writing by the Architectural Control Committee. The front and side yards of all Lots must be completely sodded within thirty days of the substantial completion of the residence. If the sodding is not installed within thirty days of the substantial completion of the residence, the Home Owners Association shall have the right, but not the obligation, to cause such landscaping to be planted and such Lot Owner shall be liable to pay to the Home Owners Association two hundred (200%) percent of the out of pocket costs of the Home Owners Association to install such landscaping, plus any attorney's fees or other costs incurred by it in collecting such sums from the Lot Owner. All Lot Owners shall make a reasonable effort to retain the native trees on his Lot located outside of the normal building footprint. Any Lot Owner must seek prior approval from the Architectural Control Committee for the cutting or removal of any trees larger than sixteen inches in diameter (measured three (3') feet above the ground).

Section 5.11 Swimming Pools. All swimming pools situated on any lot shall be of an in ground construction or type and no raised pools shall be permitted or allowed on any lot at any time.

ARTICLE VI Home Owner's Association

Section 6.01 Home Owners Association. In accordance with the provisions of La. R.S. 9:1141.1, *et seq.*, and 9:1145, *et seq.*, Declarant, as owner of the Property, has created the Primrose Estates Home Owners Association (hereinafter the "Home Owners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201, *et seq.* Upon the purchase of a Lot, a Lot Owner shall become a member of the Home Owners Association without need of further action, shall have one vote for each Lot owned by him and shall remain a member of the Home Owners Association for so long as he owns a Lot.

Section 6.02 Duties. The Home Owners Association will (i) maintain and oversee the maintenance and landscaping of the neutral grounds of the Streets, any signs into the Property, the Common Green Area and any other common areas located in the Property, (ii) assist the Architectural Control Committee in policing these Restrictions and the ordinances of the Parish of St. Charles, including but not limited to enforcing the requirements provided in Section 4.09 and (iii) provide such other services as may be decided by the Board of Directors which relate to the aesthetics, drainage and use of the Property. Additionally, the Home Owners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

Section 6.03 Dues. All Lot Owners, other than the Declarant, shall be assessed quarterly dues in the amount of \$30.00 to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. Dues may be increased or decreased at the annual meeting of the Home Owners Association or at a special meeting called for such purpose in accordance with the By-laws of the Home Owners Association upon the vote of the Lot Owners owning a majority of the Lots. All voting rights shall be governed in accordance with the By-laws of the Home Owners Association and the By-laws shall be adopted by the Board of Directors of the Home Owners Association. The Declarant shall not be obligated to pay any dues to the Home Owners Association.

Section 6.04 Lien Rights. The Declarant hereby imposes upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Home Owners Association. All expenses, including all reasonable attorneys fees, incurred by the Owners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner, and the Home Owners Association shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Owners Association, which shall include all attorneys fees incurred by the Home Owners Association in enforcing these Restrictions against the defaulting Lot Owner. Additionally, the Home Owners Association shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the repayment of any dues or other expenses, including attorneys fees, owed by such Lot Owner to the Home Owners Association.

Section 6.05 Enforcement. The Home Owners Association shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Home Owners Association may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions; (iv) record a privilege against any Lot owned by

the defaulting Lot Owner. Additionally, the Home Owners Association shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the repayment of any dues or other expenses, including attorneys fees, owed by such Lot Owner to the Home Owners Association.

Section 6.05 Enforcement. The Home Owners Association shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Home Owners Association may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions; (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Home Owners Association; and/or enforce any other right or remedy it may have under the laws of the State of Louisiana.

In addition to the above, in the event a Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Section 4.09, the Home Owners Association or its employees, contractors or agents shall have the right to go upon such Lot, whether or not any Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleared, cleaned and mowed and have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions.

Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Home Owners Association in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner and the Home Owners Association shall also have the right to shall have the right to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Home Owners Association, which shall include all attorneys fees incurred by the Home Owners Association in enforcing these Restrictions against the defaulting Lot Owner. Each defaulting Lot Owner agrees that the Home Owners Association shall be reimbursed for two hundred (200%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions. The failure of the Home Owners Association to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Home Owners Association shall not have any personal liability or responsibility for enforcing or failing to enforce any restrictions, covenants or conditions herein contained and the Lot Owners hereby release the Home Owners Association from any liability or damages caused by the Home Owners Association, including any liability or damages caused by its acts of negligence.

ARTICLE VII **General Provisions**

Section 7.01 Duration. These Restrictions shall run with and bind the Lots and the other property in the Property, and shall inure to the benefit of and be enforceable by the Declarant, and/or the Home Owners Association, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2025. Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at anytime by Declarant and Lot Owners, who own at least fifty-one (51%) percent of the Lots subject to these Restrictions, pursuant to an Agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana; provided however, Declarant shall have the sole right to amend these Restrictions pursuant to an agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana for a period of 180 days after the effective date hereof.

Section 7.02 Interpretation. If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern.

Section 7.03 Notices. Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such person on the records of the Home

Owners Association at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

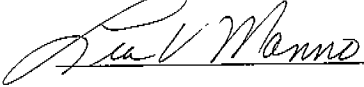
Section 7.04 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

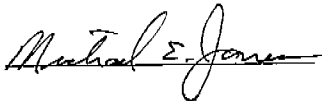
Section 7.05 Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 7.06 Governing Law. These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

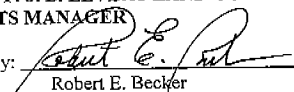
THUS DONE AND PASSED, in multiple originals, in my office in New Orleans, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

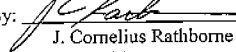





RIDGELAND PROPERTIES, L.L.C.
BY: J. B. LEVERT LAND COMPANY, INC.
ITS MANAGER

By: 
Robert E. Becker
Its President

BY: RATHBORNE PROPERTIES, INC.
ITS MANAGER

By: 
J. Cornelius Rathborne
Its President


NOTARY PUBLIC