

**NOTARIAL ACT CREATING PROTECTIVE LAND USE
RESTRICTIONS FOR LOTS WITHIN SHELBY ESTATES SUBDIVISION**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA,
PARISH OF LAFOURCHE**

BE IT KNOWN, that on this 30th day of June, 2008.

BEFORE ME, Jude G. Gravois, a Notary Public, duly commissioned and qualified within and for the Parish of St. James, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

D & M GRAVOIS HOLDING COMPANY, L.L.C., a Louisiana limited liability company, organized and existing under the laws of the State of Louisiana, domiciled and doing business in the Parish of St. James, whose mailing address is 21222 Highway 20 West, Vacherie, Louisiana 70090, and whose federal tax identification No. is 26-0434666, herein represented by and through Dean A. Gravois and Maria Simon Gravois, its Managers, duly authorized;

hereinafter referred to as the "Developer," who declared that the Developer is the owner of certain lots (hereinafter enumerated) located in **Shelby Estates Subdivision**, being a subdivision situated in **Parish of Lafourche, State of Louisiana**, on the left descending bank of Bayou Lafourche, about three miles above the City of Thibodaux, and being **Lot One (1) through Lot Eleven (11) of Block One (1), inclusive, Lot One (1) through Lot Twenty-two (22) of Block Two (2), inclusive, and Lot One (1) through Lot Eleven (11) of Block Three (3), inclusive, of Shelby Estates Subdivision, located in Section 24, Township 14 South, Range 16 East, Parish of Lafourche, State of Louisiana**, as more fully shown on a survey plat made by Arthur A. DeFraithe, Jr., Registered Professional Land Surveyor, dated April 1, 2008, revised on June 12, 2008, signed by said surveyor on June 16, 2008, with a copy of said survey plat being recorded in COB 1744, folio 777, under entry No. 1051498 of the records of Lafourche Parish, Louisiana, which survey plat is also made a part hereof by reference hereto for greater particularity as to the description of said property.

The Developer further declared that it appears, establishes and executes this Notarial Act Creating Protective Land Use Restrictions For Lots Within Shelby Estates Subdivision as covenants to run with the land so affected as hereinafter described and defined, and to establish the method of amending said restrictions, which restrictions are to affect those lots designated as **Lot One (1) through Lot Eleven (11) of Block One (1), inclusive, Lot One (1) through Lot Twenty-two (22) of Block Two (2), inclusive, and Lot One (1) through Lot Eleven (11) of Block Three (3), inclusive, of Shelby Estates Subdivision, located in Section 24, Township 14 South, Range 16 East, Parish of Lafourche, State of Louisiana**, on said survey plat, which restrictions are as follows, to-wit:

I. RESIDENTIAL USE

No lot in said development shall be used for any purpose other than single family residential use, and prior to any occupancy thereof, there shall be constructed thereon one single family dwelling not to exceed three (3) stories in height, together with one attached, or detached garage of sufficient size to accommodate at least two (2) full size passenger automobiles. No structure may be occupied as a residence until its exterior is completely finished.

II. MINIMUM SIZE

Each constructed single family dwelling shall contain not less than seventeen hundred (1,700 ft²) square feet of living area, and twenty-three hundred (2,300 ft²) total square feet, including garage.

In the case of a multi-story single family dwelling, the ground floor living area shall contain not less than twelve hundred (1,200 ft²) square feet.

For purposes of meeting the requirements of minimum square footage for living area, garages, covered porches or patios, and attached walkways shall be excluded in calculating minimum square foot requirements. All construction must be complete within twelve (12) months of commencement of construction.

III. SIDE, FRONT AND REAR SET BACK LINES

The front lines of all lots in Shelby Estates Subdivision shall be Olivia Drive.

All garages shall be built so as not to open facing Olivia Drive.

With respect to Lot One (1) of Block One (1) and Lot One (1) of Block Two (2), all driveways and walkways shall enter said lots only from Olivia Drive and not from Louisiana State Highway No. 308, and all garages shall open facing the northern sideline of said lots. With respect to Lot Eleven (11) of Block One (1) and Lot One (1) of Block Three (3), all driveways shall enter said lots only from Lulu Lane and not from Olivia Drive. With respect to Lot Eleven (11) of Block One (1), all garages shall open facing the northern sideline of said lot. With respect to Lot One (1) of Block Three (3), all garages shall open facing the southern sideline of said lot. With respect to all other lots in Shelby Estates Subdivision, all driveways and walkways shall enter said lots only from Olivia Drive, and all garages shall open facing either the respective northern or southern sidelines of said lots.

No buildings shall be constructed any closer than thirty (30') feet from the front lot line of all lots in Shelby Estates Subdivision (along Olivia Drive).

No buildings shall be constructed any closer than ten (10') feet from any lot sideline, except that no buildings shall be constructed any closer than twenty-five (25') feet from the northern sideline of Lot Eleven (11) of Block Two (2), nor any closer than thirty (30') feet from the southern sideline of Lot Twelve (12) of Block Two (2), nor any closer than fifteen (15') feet from the northern sideline of Lot Eleven (11) of Block One (1) (along Lulu Lane), nor any closer than fifteen (15') feet from the southern sideline of Lot One (1) of Block Three (3) (along Lulu Lane), nor any closer than ten (10') feet from the sewer servitudes situated adjacent to the northern boundary of Lot Twenty-two (22) of Block Two (2), as shown on said subdivision survey plat.

No buildings shall be constructed any closer than ten (10') feet from the rear lot line of One (1) through Eleven (11) of Block One (1), inclusive, and Lots One (1) through Eleven (11) of Block Three (3), inclusive. No buildings shall be constructed any closer than fifty (50') feet from the rear lot line of Lots One (1) through Eleven (11) of Block Two (2), inclusive, nor any closer than forty (40') feet from the rear lot line of Lots Twelve (12) through Twenty-two (22), inclusive, of Block Two (2).

These setback lines and measurements exclude driveways, eaves and steps, but specifically include open or covered porches, patios, garages, sheds and any other detached auxiliary buildings or other outbuildings, including pools, spas or hot tubs.

Driveways shall not be built any closer than two (2') feet from any side lot line.

The ornamental fences placed by the Developer along Louisiana State Highway No. 308 shall remain in place but shall be maintained by the Shelby Estates Property Owners Association.

IV. DETACHED BUILDINGS

Detached garages for vehicle storage and auxiliary buildings to be used only as guest houses or servants quarters shall be permitted, provided the same are constructed in the same architectural style as the main dwelling, including the use of the same or compatible materials, except that pre-manufactured steel buildings approved in advance by the Architectural Review Committee will be allowed as auxiliary building(s) on the subject lots. No other pre-fabricated freestanding structures will be permitted on the subject lots.

Design and location of pools, spas and hot tubs are subject to approval of the Architectural Review Committee and shall conform to Parish and Subdivision Restriction requirements.

V. CONSTRUCTION SITES

Contractors are required to keep their job sites as clean and neat as possible. Materials shall be stored in a neat and orderly manner during construction. Mud or other debris from construction vehicles should be removed from the street surface before each day's end.

Material or food wrappers, paper goods, containers, cans or bottles shall be placed in proper job site trash receptacles, and light-weight building materials shall be secured so that they do not litter or scatter onto adjacent lots or common areas. The respective lot owner shall be responsible for the proper maintenance of his lawn during construction.

Stockpiling, dumping or shortcutting on adjacent lots or common areas are strictly prohibited.

Concrete trucks may be washed out only on the construction site where delivery has been made. Contractor or lot owner shall designate a washout area on his job site. Any cleanup costs incurred resulting from a violation of this restriction will be at the respective lot owner's expense.

Contractor or lot owner shall provide a property maintained portable toilet for sanitation purposes on the job site during construction. The portable toilet shall face away from the street and shall be serviced for disposal on a regular basis in order to maintain the unit in a sanitary manner during construction.

Loud noise and music will not be allowed within the subdivision during construction under any circumstances.

No connection to Shelby Estates sanitary sewer system shall be allowed that has not been approved and permitted by the proper governmental health department and the Lafourche Parish authorities.

Any damages caused to street curbs, drainage systems, street lights, street signs, mailboxes, common areas, adjacent lots or any other similar property and infrastructure of the subdivision must be repaired by the respective lot owner involved with construction.

VI. ARCHITECTURAL REVIEW COMMITTEE

In order to preserve the aesthetic integrity of the subdivision, there is established hereunder an Architectural Review Committee consisting initially of the Developer, and all plans and specification for dwellings, other buildings and auxiliary structures to be constructed on or adjacent to any said lot or lots, shall be submitted to said committee for approval, with the date of receipt by the Committee to be stamped on the copy submitted with the Developer's or Committee Chairman's signature. Approval or denial shall be forthcoming within thirty (30) days of submission, and failure of the committee to act within the specified period shall be deemed to equate to approval.

The Developer shall, when a sufficient number of lots are sold, transfer the rights and obligations of the Architectural Review Committee to a new committee comprised of members selected from the Property Owners Association (hereinafter described).

Architectural review shall primarily be providing review for conformity with the following:

- (1) Roof pitch - minimum of 8 on 12.
- (2) Roofing Materials - architectural style asphalt/fiberglass or metal.
- (3) Fences - wrought iron, wood, brick, vinyl, or a combination of previously mentioned types. Wood fences must have "dog ear" finished cut, and must be constructed of cedar or cypress material. All runners and post supports must face inside fence owner's yard. No fences shall be placed nearer to the front lot line than the front sill line of the home, except for ornamental or decorative fencing. No fences shall be allowed within drainage servitude areas.
- (4) Exterior walls must be brick veneer, authentic wood siding, cement board, stucco, or a combination thereof. Wall coverings made of vinyl siding shall not be allowed.
- (5) Granting architectural variances.
- (6) Compliance with building set back lines.
- (7) Developer has designated a certain type of mailbox, including mounting post known as the "Subdivision Mailbox". Each lot owner shall place this mailbox in an appropriate location according to the U.S. Postal Service requirements.

VII. SERVIDES AND SANITARY SEWERAGE SYSTEM SERVICING THE SUBDIVISION

Servitudes for various utilities, including water, gas, electricity, cable television, telephone and drainage, as are indicated on the official final plat of Shelby Estates Subdivision, are reserved by the Developer for dedication to the appropriate entity. No use shall be made of any such servitude area which would interfere with the installation or maintenance of utilities installed thereon. Said lots are made and sold subject to all of the rights of way, servitudes, easements, restrictions, reservations, setback lines, culvert size restrictions, etc., as are shown on the official final plat of said subdivision. Lot owners are responsible for maintaining the area covered by the servitudes shown on the official final plat of Shelby Estates Subdivision,

except that Lafourche Parish or other public entities shall be responsible for maintaining the main drainage canal that runs along and adjacent to the eastern boundary of the subdivision.

The sanitary sewerage system servicing Shelby Estates Subdivision has been transferred by the Developer to a private entity, which entity will operate, maintain and administer the system consistent with the Louisiana State Sanitary Code. Such entity has obligated itself to maintain the system in good order and to furnish acceptable service based on fees and rates approved by the Louisiana Public Service Commission. All lot owners shall be obligated to connect their sewerage lines to the sanitary sewerage system servicing the subdivision and to pay monthly fees to such private entity, its successors and/or assigns, upon connection to such sanitary sewerage system.

VIII. COMMERCIAL ACTIVITIES

No commercial activities shall be permitted to be conducted on or adjacent to any lot. Without intending to limit in any manner, the following examples of commercial activities are expressly prohibited: operation of barber or beauty shops, day care centers, food service, bed and breakfasts facilities, accounting services, and seafood operations.

IX. TEMPORARY OR RELOCATED BUILDINGS, MOBILE HOMES OR MANUFACTURED HOMES.

No structure of a temporary character, and no mobile homes, manufactured homes, shacks, kennels, except kennel of a size not to exceed 10 feet by 20 feet to accommodate household pets (provided same shall be connected to the main sewerage system servicing the lot), or similar construction shall be permitted to be placed on any lot in the subdivision. No building of any kind shall be permitted to be relocated on any lot, it being expressly understood that only new construction shall be permitted.

X. RE-SUBDIVISION OF LOTS

Combining of two or more lots to form a single or several single family homesites, and side line adjustments to lots are permitted, provided that no resulting lot has a width of less than the original width existing prior to adjustment. No depth adjustments are permitted.

XI. PROPERTY OWNERS ASSOCIATION

The Developer shall create a Property Owners Association hereinafter referred to as the "Association" herein, and each lot owner shall upon purchase of a lot immediately become a member thereof and be entitled to one (1) vote therein per lot owned. In the case of multiple party ownership of a lot, only one designated owner shall be entitled to vote on matters coming before the Association.

The Association shall have two (2) classes of membership, Class "A" and "B". The Class "A" Members shall be lot owners and shall have one (1) equal vote for each lot owned and only one (1) vote per lot will be allowed. The Class "B" Member shall be the Developer whose rights include the right to approve or withhold approval of actions proposed under the Declarations, the By-Laws and the Articles of Incorporation of the Association. The Class "B" Member may appoint a majority of the members of the Board of Directors of the Association during the Class "B" Control Period, which shall terminate the earlier of (1) when ninety (90%) percent of the proposed lots all conveyed to Class "A" Members, or (2) when the Developer in its sole discretion, declares such a termination in a written instrument declaring termination of the Class "B" membership, whereupon Developer shall become a Class "A" Member.

Mandatory membership in the Property Owners Association shall be required by each lot owner in the development. Each lot owner shall be responsible for the payment of such dues and fees as may be from time to time assessed by the Association for the maintenance of such common elements or amenities that have been or may be constructed in connection with the subdivision. The Association will manage any such common elements or amenities as have been or may be constructed in connection with the subdivision, including the ornamental fences placed by the Developer along Louisiana State Highway No. 308, the entrance to the subdivision, including the island area within Olivia Drive near Louisiana State Highway No. 308, title to which amenities and common elements are to be transferred by the Developer to the Association when the Developer has sold at least fifty (50%) percent of the lots.

The Developer shall not be responsible for any assessments or dues until ninety (90%) per cent of the lots situated in the subdivision have been disposed of to third parties.

Payment of assessed dues and fees shall be mandatory, reserving unto the Association the right to enforce payment in accordance with its By-Laws, which By-Laws may include the right to place a lien upon said lot.

Each particular lot owner's assessments shall be based on a per lot basis.

In the event a lot is owned by more than one person, or entity, only one membership shall be required, and only one assessment of dues and/or other assessments approved by the Association shall be applicable.

XII. PROHIBITED USES, ACTIVITIES, AND NUISANCES

Except for the necessary activities of the Developer, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling, or upon the common areas:

- (a) No noxious or offensive trade or activity shall be carried on or upon any lot or within any dwelling situated upon the property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood, or other members. The Property Owners Association has sole and final discretion in such complaints.
- (b) No ham radio stations, radar, VHF, or electronic interference devices shall be permitted to be operated which may interfere with incoming telephone, radio, or television reception.
- (c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any lot or within any dwelling situated upon the lots of said subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members, and are not allowed to roam unaccompanied and unleashed in the subdivision. Pets shall be inoculated as may from time to time as is required by law.
- (d) No burning of any trash, and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or similar materials of any other kind shall be permitted on any lot; provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any lot. Once construction is commenced, there shall be no lapse of same in excess of thirty (30) days, and no construction shall be undertaken for any period in excess of one (1) year.
- (e) No junk vehicle, commercial vehicle, truck in excess of one (1) ton capacity, mobile home or house trailer, school bus, or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon the lot, and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon a lot, nor (except for bona fide emergencies) shall the repair or extra-ordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage.
- (f) No vehicle shall be parked on any street or in front of any residence on a frequent, regular, or permanent basis after construction of that residence is completed.
- (g) Go-carts, motorbikes, four-wheelers, off-road or other similar vehicles are expressly prohibited from being driven on streets, rights-of-way, common areas in Shelby Estates Subdivision.
- (h) Use or discharge of fire arms or air guns (such as BB guns, pellet rifles or paint ball guns) or any similar devices are prohibited in Shelby Estates Subdivision.
- (i) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
- (j) Outside clothes lines or other outside facilities for airing or drying clothes are prohibited. No clothing, rugs, or other items may be hung on any fence, railing, hedge or wall.
- (k) Except for hoses and the like which are reasonably necessary in connection with

normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable, antenna or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground. Satellite dishes of 36 inches diameter or less are permissible.

- (l) Skylights shall not be located on any elevation of a home which faces a street, and only flat skylights shall be allowed elsewhere.
- (m) No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on windows, doors or sidelights on a temporary or permanent basis.
- (n) No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil, or other hydrocarbons, minerals, gravel or earth.

XIII. LOT MAINTENANCE

Each lot owner shall be responsible to maintain at all times his or her, or its lot free from rubbish, trash, garbage, or other waste, it being expressly understood that the accumulation of such, except in appropriate containers picked up on a regular basis, is expressly prohibited.

XIV. GRASS CUTTING

The Developer or Property Owners Association, in the event lot owner fails to maintain same, or fails to cut the grass, may at lot owner's expense, undertake to clear same and to create a lien on the lot to secure payment of the costs of said maintenance.

XV. STREETS

The streets more particularly shown on the plat of Shelby Estates Subdivision are hereby specifically dedicated as servitudes of passage for the benefit of the residents and their invitees, and for the use of any governmental agency providing support services to the residents of said subdivision.

XVI. SIGNS

No sign of any kind, except one professional sign of not more than five square feet (5 ft²), advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period shall be displayed to public view. Political signs will not be allowed to be displayed within Shelby Estates Subdivision.

XVII. PARKING OF AUTOMOBILES

The streets of this subdivision are primarily for the benefit of the residents thereof, and no resident may use the same for the purpose of parking commercial vehicles, old or abandoned automobiles, or any other purpose of a semi-commercial nature. No motor home or camper type vehicles shall be parked except in the rear or on driveways, and in case of driveway parking, no nearer to the front lot line than the front sill line of the home.

XVIII. GRADING AND DRAINAGE

The grade and general drainage pattern has been set in the subdivision by the Developer and shall not be altered in any case, except that individual lot owners may put additional fill on their respective lots, provided, however, that such fill shall be placed in such a manner so as not to alter the grade and drainage pattern established for the subdivision by the Developer, and in no case shall any lot be graded in such a manner as to permit drainage from that lot onto adjacent side lots. Gentle swales along said lot lines are permitted to allow drainage to the street in front of the lots. The lot owner is not prohibited from terracing around the main building a reasonable distance, or terracing for flower beds.

XIX. VIOLATIONS

In the event of any violation or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for the Developer, the Property Owners Association, or any entity, person or persons owning any lot or lots in this subdivision, or any utility company owning utility facilities in any utility or street easement, to prosecute any proceedings at law against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing, to recover damages for such violations.

XX. AMENDMENTS

Any and all of the covenants, provisions or restrictions set forth herein may be amended, modified, extended, changed or cancelled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of over sixty-five (65%) percent of the lots in this subdivision, as the same may be altered, enlarged or extended, and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in the Conveyance Records of the Parish of Lafourche, State of Louisiana. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect perpetually unless and until amended or cancelled as authorized hereinbefore.

XXI. MODIFICATION

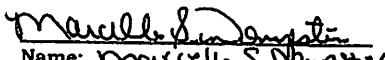
There is reserved unto the Developer and unto the Architectural Review Committee, the right to modify a sideline or set back restriction, if in the opinion of the Developer or the Committee, the failure to do so would result in an undue hardship to a lot owner and would not compromise the overall esthetic and safety implications of the subdivision and the overall intent of these covenants, provisions or restrictions.

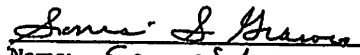
XXII. SEPARABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect. In the event of a violation of a restriction by any lot owner, a failure to enforce said particular restriction against said particular lot owner, shall not operate to nullify any such restriction, or restrictions, insofar as it bears upon or against any other lot or lot owner.

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

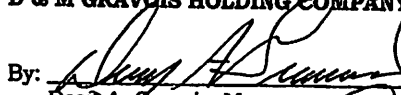
WITNESSES:

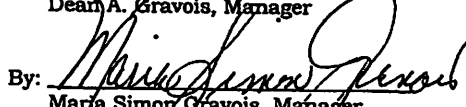

Name: Marcelle S. Dampster

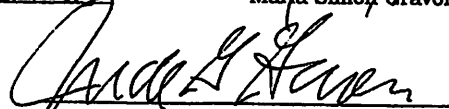

Name: Simon S. Gravois

DEVELOPER:

D & M GRAVOIS HOLDING COMPANY, L.L.C.

By: 
Dean A. Gravois, Manager

By: 
Maria Simon Gravois, Manager


Notary Public (Jude G. Gravois)
La. Notary ID No. 45499
State of Louisiana, Parish of St. James
My commission expires at my death.