

Livingston Parish Recording Page

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Received From :
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First VENDOR

KABEL, MICHAEL V

First VENDEE

KABEL, MICHAEL V

Index Type : Conveyances

File Number : 646116

Type of Document : Conveyances - General

Book : 981

Page : 634

Recording Pages : 16

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 07/31/2007

At (Recorded Time) : 12:28:26PM



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Doc ID - 008821730016

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**ACT OF RESTRICTIONS FOR TRACTS A-3-A-1-A, A-3-A-1-B, A-4-A-1-A,
A-4-A-1-B AND TRACT A-2 SITUATED IN SECTIONS 42 AND 50, T-7-S, R-3-E**

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN that on this 19th day of July, 2007, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

MICHAEL V. KABEL and **TERRI HOOD KABEL**, born Hood, who declared that they are persons of the full age of majority, domiciled in Livingston Parish, State of Louisiana; who further declared that they are married to and living with each other; whose permanent mailing address is declared to be 24085 Ferry Landing Drive, Denham Springs, LA 70726 (hereinafter referred to as the "Developer"); and

RANDALL B. RICHARDSON and **ROXANNE SIMONEAUX RICHARDSON**, born Simoneaux, who declared that they are persons of the full age of majority, domiciled in Livingston Parish, State of Louisiana; who further declared that they are married to and living with each other; whose permanent mailing address is declared to be 23988 Ferry Landing Drive, Denham Springs, LA 70726 (hereinafter referred to as the "Developer").

Who did depose and say that they are the owners of the following real property:

Those tracts or parcels of land, lying and being situated in Sections 42 and 50, Township 7 South, Range 3 East, G.L.D., Parish of Livingston, State of Louisiana, and being designated as **TRACT A-3-A-1-A** (3.50 acres), **TRACT A-3-A-1-B** (3.18 acres), **TRACT A-4-A-1-A** (2.54 acres) and **TRACT A-4-A-1-B** (3.26 acres), on that certain plat of survey made be Alvin Fairburn & Associates, L.L.C., Consulting Engineers-Land Surveyors, dated May 17, 2007, entitled "MAP SHOWING RESUBDIVISION OF TRACTS A-3-A-1 & A-4-A-1, OF THE ANITA BUESS PROPERTY, INTO TRACTS A-3-A-1-A, A-3-A-1-B, A-4-A-1-A & A-4-A-1-B, LOCATED IN SECTION 50, T7S-R3E, G.L.D., LIVINGSTON PARISH, LOUISIANA FOR HARRELL'S FERRY LANDING, L.L.C." which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; and

That tract or parcel of land, lying and being situated in Sections 42 and 50, Township 7 South, Range 3 East, G.L.D., Parish of Livingston, State of Louisiana, and being designated as **TRACT A-2**, on that certain plat of survey made be Alvin Fairburn & Associates, L.L.C., Consulting Engineers-Land Surveyors, dated January 21, 2003, entitled "MAP SHOWING RESUBDIVISION OF TRACTS A AND B, OF THE ANITA BUESS PROPERTY, INTO TRACTS A-1, A-2, A-3, A-4 & B-1, LOCATED IN SECTIONS 42 & 50, T7S-R3E, G.L.D., LIVINGSTON PARISH, LOUISIANA FOR HARRELL'S FERRY LANDING, L.L.C." which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana.

All of the above described property hereinafter being referred to as the "Property."

1. DEFINITIONS

1.1 "Property" or "Properties" shall mean and refer to that certain real property described above.

1.2 "Tract" shall mean and refer to any Tract of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.

1.3 "Common Area" or "Common Property" shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners.

1.4 "Developers" shall mean and refer to Michael V. Kabel, Terri Hood Kabel, Randall B. Richardson and Roxanne Simoneaux Richardson, and to their successors and assigns.

1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of fee simple title to any Tract. Any person or entity having an interest in any Tract merely as security for the performance of an obligation shall not be any "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

1.6 "Restrictions" or "Declarations" shall mean the entire body of this document entitled "Act of Restrictions for Harrell's Ferry Landing" as amended from time to time as set forth herein.

1.7 "Final Plat" shall mean the Final Plat of " MAP SHOWING RESUBDIVISION OF TRACTS A-3-A-1 & A-4-A-1, OF THE ANITA BUESS PROPERTY, INTO TRACTS A-3-A-1-A, A-3-A-1-B, A-4-A-1-A & A-4-A-1-B, LOCATED IN SECTION 50, T7S-R3E, G.L.D., LIVINGSTON PARISH, LOUISIANA FOR HARRELL'S FERRY LANDING, L.L.C." which is on file and of record in the Office of the Clerk and Harrell's Ferry Landing that is recorded in the official records or the Clerk of Court of Livingston Parish; **and** that tract or parcel of land, lying and being situated in Sections 42 and 50, Township 7 South, Range 3 East, G.L.D., Parish of Livingston, State of Louisiana, and being designated as **TRACT A-2**, on that certain plat of survey made be Alvin Fairburn & Associates, L.L.C., Consulting Engineers-Land Surveyors, dated January 21, 2003, entitled " MAP SHOWING RESUBDIVISION OF TRACTS A AND B, OF THE ANITA BUESS PROPERTY, INTO TRACTS A-1, A-2, A-3, A-4 & B-1, LOCATED IN SECTIONS 42 & 50, T7S-R3E, G.L.D., LIVINGSTON PARISH, LOUISIANA FOR HARRELL'S FERRY LANDING, L.L.C." which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana.

2. PURPOSE

2.1 Purpose. The purpose hereof is the creation of a high quality residential community having a uniform plan of development and the preservation of property

inharmonious improvements on Tracts; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developers and purchasers of tracts.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Tract and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also their personal obligation of each Owner of a Tract in favor of the Owners of the other Tracts. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the conditions, covenants, restrictions, reservation, servitudes, liens and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Developers of proposed plans of improvements to particular Tracts. The criteria for approval by the Developers is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Tract by recordation of an act transferring title of a Tract to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Tracts and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3.

IMPROVEMENT RESTRICTIONS

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Tracts, the Developer is to perform the duties set forth below.

3.2 Submission of Plans.

A. Submission of Preliminary Plans. Prior to completion of Final Plans for any significant improvements on a Tract, the Owner thereof shall submit to the Developers Preliminary Plans (on a 1/4" scale) for such proposed improvements consisting of a floor plan, front elevation, a site plan with driveway

Developers may issue their written approval or disapproval of such plans or proposals submitted to them anytime within ten (10) days. After written approval by the Developers, of the Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvements.

B. Submission of Final Plans. Prior to commencement of any work on a Tract, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Tract shall submit to the Developers, one set of Final Plans and specifications

for approval only when they have been delivered to the Developers. The following must be submitted:

i. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plans for a home or other improvements should be drawn to "industry standards." In the event the plans are not drawn to "industry standards," they may not be approved by the Developers.

ii. A plot plan on a scale 1:20, showing the location of all improvements on the Tract, drainage plan for the Tract, building setbacks and servitudes.

Any other request for any approval required by the Developers shall be submitted in writing by the applicant (with appropriate drawings or other information) to the Developers. Approval required by the Developers is not effective unless it is in writing and signed by the Developers. Unless otherwise stated herein, if a request for approval is submitted to the Developers and the Developers issue no written approval thereof, this shall be considered a disapproval of such request by the Developers.

3.4 Review of the Final Plans. The Developers may issue their written approval or disapproval of such Final Plans submitted to it anytime within thirty (30) days after submission. Failure of the Developers to act upon properly submitted plans within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months after the date of approval of the Final Plans or any other proposals, then the approval is void.

3.5 Standards for Review. The Developers shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Even though the submitted plans follow all guidelines set forth in these Restrictions, they may be disapproved by the Developers because the proposed home does not fit with the general architectural style of the development or the proposed home has too many features that are similar to another home on a Tract in close vicinity of the proposed home. The Developers may issue from time to time a manual containing guidelines for use by builders and homeowners in the selections of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Developers in their review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Developers may in their discretion approve or disapprove any proposed matter for any reason set forth in these covenants. Notwithstanding anything in these Restrictions to the contrary, the Developers shall have the right to approve any variances from these Restrictions when they deem it in the best interest of the overall house design or in the interest of the general plan of development for the Tracts.

3.6 Finality of Decision. The decisions of the Developers shall be in their sole discretion and shall be final, binding and shall not be appealable.

3.7 Variances. The Developers, at their discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate. Further, written approval of the Developers must be obtained by a Tract Owner for any waiver of the Parish/Zoning Ordinance the Tract Owner seeks to obtain; any waiver granted by the Parish without prior written approval of the Developers must nevertheless receive

of willful malfeasance in the performance of their duties. The above described right of indemnification shall not be exclusive of all other rights to which such Developer may be entitled but shall be in addition to such other rights.

3.9 Landscaping. A landscape plan and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted to the Developers for approval. Landscape plans should be submitted with house plans, but in any event, no later than black-in stage of house construction. The entire front yard of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Within ninety (90) days after occupancy of the home, the remainder of the landscape planting must be completed. Specific landscape requirements of each home site shall be determined by utilizing the following minimum landscape design standards:

(a) The Owner shall plant three (3) trees in the front yard. The trees must be a minimum of two and one-half (2.5") inches caliber, measured twelve inches (12") above the ground.

(b) The Owner must plant a minimum of thirty (30) shrubs, at least a three (3) gallon size each, of which a minimum of sixty percent (60%) are to be planted in the front yard. This requirement may be altered by the Developers depending on size of material and overall appearance.

(c) Sodding of the front and side yard shall be required prior to occupancy of the home constructed on the Tract. In addition to the front yard, the Tract Owner shall also sod from the front of the Tract to the back of the street curb. If weather does not allow sodding to be completed prior to occupancy of the home, then an additional \$2,000.00 Construction Deposit shall be required, which shall be returned when installation of the sod is complete.

(d) Corner Tracts are considered to have two front yards, for landscaping purposes, therefore, two-thirds of the required plant materials (trees and shrubs) are to be planted in this area. One-third of the required plants are to be planted in the rear yard for corner Tracts.

(e) All air-conditioning compressors, air-conditioning window units (if otherwise allowed), utility boxes, gas/electrical meters and pool equipment, pet housing and compost areas must be visually screened from the street and side yard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Developers for approval. If landscaping is used for such screening, plant materials must be at least as high as units being screened, four feet (4') minimum. Evergreen plants shall be used for screening purposes and must be of a type that does not "die back or meltdown" in freezing temperatures. All of such screening must be completed prior to home occupancy.

Notwithstanding the above to the contrary, if at least the front yard landscaping is not completed prior to occupancy of the home, then the Owner thereof shall escrow \$3,500.00 with the Developers. Such escrowed funds shall only be released to the Owner after completion of all of the landscaping on the Tract (front, rear and side yards).

Any Tract Owner who does not complete said landscaping prior to the above specified dates shall pay a fine of \$500.00 to the Developers for each thirty (30) day period the landscaping is delayed beyond said specified dates. The Developers shall have lien rights

ways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled. The minimum size requirement for houses in the Subdivision is 3,000 square feet of living area. No improvements shall exceed two and one half (2 ½) stories in height and shall have at least 2,500 square feet on the ground floor.

3.12 Design Style. Residences shall be only of traditional Louisiana, Acadian, French or Mediterranean, without any modern variation. No Spanish or contemporary design shall be allowed. The decision of the Developers with respect to acceptable designs and any standards adopted by the Developers respecting design shall be final and not subject to review.

3.13 Building Setback Lines. No residence, improvements or accessory building improvements shall be constructed within the minimum building setback and sidelines indicated on the Final Plat, with a ten (10') foot minimum sideline and a forty (40') foot minimum rear setback line.

3.14 Car Storage and Garage Doors. All residences shall have a garage that will accommodate not less than two or more than three cars. No vehicles, trailers or boats may be parked on a regular basis on any street or street right-of-way in the Subdivision. Any parking pad in the front of a residence shall be required to be screened from the street with landscaping. A parking pad (screened from the street with landscaping) is required for any vehicles regularly parked in the front half of a Tract which are not housed in a garage. All garage doors shall be equipped with fully operational automatic garage door openers activated by remote control. Garage doors may be constructed of wood or painted metal. All garage doors must remain closed except for ingress or egress. Windows in garages that face any street must have appropriate window treatments to screen garage interior from the street. No garage may face toward the street with the exception of doors on outbuildings located on the rear one half (1/2) of Tract and must be approved by Developers.

3.15 Configuration on Tract. The street a house must face on a corner Tract will be determined by the Developers.

3.16 Driveways. Driveways shall be constructed of concrete and shall flare to an apron at the street curb, with an eight (8') foot architectural brick pattern to be determined and approved by the Developers. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Driveways shall only be on the side of the Tract designated in writing by the Developers. The Developers may grant variances from the Driveway Plan when deemed appropriate because of special circumstances of Tract layout, house design, utility box location, street drain locations or for other reasons. Driveways shall be a minimum of five (5') feet from the side property line. The side of the Tract for the location of the driveway shall be determined by the Developers for all Tracts. All driveways must tie into the asphalt road creating a straight line.

3.17 Foundations. Foundations shall be designed by the builder, designer or architect of each home. The Developers' approval of construction plans for a home is limited only to appearance and not structural design or engineering, for which the Developers takes no responsibility and shall have no liability. For any foundation slab that uses a form board (or boards) that are in the aggregate more than 12" deep, a rebated brick ledge shall be required on the front elevation of the house and sides of the house as indicated on the Foundation Plan. The height of the brick ledge shall be (15") of the slab is

3.19 Window Units. Window mounted air-conditioning or heating units may be used in nonliving area spaces only, such as garage storage rooms. They must be installed, however, in such a way that they are not visible from any street bordering the Tract. There shall be no window units above the first floor of any home.

3.20 Shutters. Where shutters are deemed appropriate, only wood will be allowed as the construction material. Shutter width should be proportionate to the window ($\frac{1}{2}$ of the window width). Shutters on front elevations must be functional, with all appropriate hardware. All shutters must be approved by the Developers. Shutter details must be shown on elevation drawings, including the number of battens. Picture windows should not have shutters. Closed shuttered windows (or false windows) shall not have battens showing, but the window shall be framed and the attendant hardware shall be included.

3.21 Fascia, Eaves, & Soffits. Fascia eaves and soffits shall be constructed of wood or may be vinyl. A substantial portion of the eaves on the front elevation of each home shall be 9 feet and 10 feet (or higher) from ground level.

3.22 Roof. When a substantial portion of the roof pitch is the same, it must be a minimum of a 9:12 pitch. At the Developers' discretion, then some roofs of a house have pitches greater than 9:12, then some roof pitches less than 9:12 may be allowed. For second story roofs or for special roofs (such as shed roofs) the Developers may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Roof material shall be of a color substantially similar to Owens-Coming "**Weatherwood**" or a similar color approved by the Developers. The minimum roof composition requirement shall be composition architecturally cut shingles. Other roofing materials which may be used are true slate or imitation slate shingles. Any other roofing materials must be approved by the Developers. False shadowline shingles will not be allowed. The above notwithstanding, the Developers has the sole discretion to allow roof pitches less than and different from those stated above when it believes it is in the best interest of the home design.

3.23 Ridge Vents. English Tile-covered ridge vents will be allowed. Must have tile Ridge and Hip Caps.

3.24 Gutters. All roof gutters must be approved by the Developers.

3.25 Fireplace Chimneys/Stack Vents. All exposed portions of chimneys must be brick or stucco. Chimney caps are required and materials may be brick, slate, terra cotta, bronzed anodized aluminum or copper. All roof penetrations are to be painted to color of the roof and must be located in the rear of the home where possible or at the least visible section of roof mass. Plans must show height and width dimensions of chimneys. Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.

3.26 Maximum Building Height. The maximum height of the home and accessory buildings on any Tract shall be forty feet (40') measured from the finished grade of the Tract to the highest peak of the roof.

3.27 Exterior Materials/Colors. The exterior of the home and accessory buildings shall be constructed of stucco, brick or siding approved by the Developers. Fake stone and lava rock are expressly prohibited. All siding must be wood or synthetic

not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

3.28 Skylights/Solar Collectors. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the Developers is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the Developers.

3.29 Window Covering. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sun screens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. The Developers suggests the use of inexpensive shades as temporary widow coverings until permanent window coverings are installed. Screens on windows should be submitted with plans. If added to the home later, details and location must be submitted to the Developers for prior approval.

3.30 Doors. Solid core wood doors are required on the front elevations; such doors may have glass panes.

3.31 Windows. Wood, aluminum (white) or vinyl windows will be allowed on any elevation facing a street. Divided lights shall be required on any window facing a street. Any exterior window mullions must be on the outside of the glass. All windows facing any street must be cased in brickmold. If false dormers are used, appropriate window treatments must be used to prevent interior or attic from being seen or framing must be painted black so as not to be seen from any street.

3.32 Storage Sheds. Storage sheds or motor home garages shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted. Location and design to be approved by Developers.

3.33 Pools, Spas & Hot Tubs. The design and location of pools, spas and hot tubs shall be subject to approval of the Developers and shall be harmonious with the architecture and landscape design. Pool fences shall conform to the requirements for fencing in these restrictions.

3.34 Underground Utilities. Any new utility lines in the Subdivision shall be installed underground. Electric service from the electric distribution system to a residence or any other structure must be underground.

3.35 Drainage. The Owner of Tract is responsible for providing for "positive" storm water drainage. Drainage may be surface and/or subsurface, provided however, that any subsurface drainage system must be approved by the Developers prior to installation thereof. A Tract Owner shall not impede or modify the natural drainage flow of any Tract in any manner that will adversely affect other Tract Owners. The Developers or any other Tract Owner shall have the right to bring legal action to enforce this restriction. Ditches will not be allowed to drain water. No water will be allowed to drain on an adjacent Tract. Water shall be drained to front and to rear of Tract.

3.36 Completion of Improvements. Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within ten (10)

3.38 Jobsite. Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end. Materials are not permitted to accumulate on any Tract for a period exceeding 30 days from their first delivery.

3.39 Trash, Littering/Stockpiling. All construction sites are to be clean so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate any hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods and light weight building materials that could potentially blow onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, containers, etc., from lunch or breaks of workers shall be deposited in trash receptacles on their respective building site. No Common Areas shall be used for lunch or breaks by workers. There will be no stockpiling or dumping on adjacent Tracts. Every effort should be made to keep any construction debris off of adjacent property. When construction is to begin adjacent to a vacant Tract, the contractor shall not utilize such adjacent property in any manner unless prior approval and conditions have been granted by the adjacent Tract Owner. Any damage to adjacent property is to be repaired immediately. The Developer shall not be responsible for any damage caused by any fires that occur.

3.40 Utility Usage. Contractors will use only the utilities provided on the immediate job site on which they are working. No utility connections from adjacent or nearby Tracts shall be used.

3.41 Damages. Any damages to the streets, street curbs, drainage system, street lights, street signs, mailboxes, landscaping, Common Area, adjacent Tracts or any other similar property and infrastructure may be repaired by the Developers and costs of repairs will be the responsibility of Tract owner. Developers shall have lien rights on Tract owner's Tract to enforce collection of each amount.

3.42 Spillage. Operators of vehicles are required to see that they do not spill any damaging materials while within the Subdivision and if spillage of a load occurs, operators are responsible for cleaning up the same. If an operator does not clean up a spill, Tract Owner will be billed for and be obligated to pay the cost of such clean up.

3.43 Utility Line/Pipe Cuts/Repairs. If any telephone, cable TV, electrical, water or sewer lines are cut, it is the contractor's responsibility to report such accident to the appropriate utility company. The cost of repairs for such damage will be the responsibility of the Tract Owner whose contractor caused the damage.

3.44 Parking of Equipment. No construction vehicles (trucks, vans, cars, etc.) may be parked overnight on any of the Subdivision streets or properties adjacent thereto. Construction equipment may be left on the site while needed, but must not be kept on the street or vacant Tracts in the subdivision. No building materials or equipment of any kind may be placed or stored on any Tract except in the actual course of construction of an improvement on a Tract, with the exception of any materials or equipment that is stored or located in an approved storage building. No vehicle may be parked on or within any driving surface in any manner which blocks the driving surface in any road or private driveway or on Tracts other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the Owner of the vehicle. Contractors may park on the street in

unless they receive permission from the adjacent property owner and agree to rectify or pay for any damage to such adjacent property.

3.46 Port-O-Lets. Each Tract Owner (through their builder) shall be required to provide a properly maintained "Port-O-Let" on-site during construction. Pooling or sharing the cost of "Port-O-Let" by builders adjacent Tracts or directly across the street is permissible. The "Port-O-Let" shall be maintained on a regular basis and the door of the "Port-O-Let" shall face toward the subject property and not toward the street.

3.47 Sunday Work. No construction work on Sundays will be allowed other than work which is not noisy, such as manual painting, without the express written consent of the Developers.

3.48 Sidewalks. At a time to be determined by the Developers, sidewalks will be required on the designated servitude. Each property owner will be assessed according to the linear feet of sidewalk required for that respective property by three (3') foot wide. Bids will be taken by the Developers from outside contractors to install sidewalks on a competitive basis.

3.49 Grass and Weeds on Construction Sites. During home construction, grass and weeds must be appropriately maintained by the builder and Tract Owner. If the Developers have to contract to have such work done due to inaction of the builder/Tract Owner, the cost will be billed to the builder/Tract Owner at twice the cost (or the Developers can request the Tract mowed and collect the cost of the same from the Tract Owner or lien the Tract).

3.50 Sewerage. Each homeowner shall install a sewerage treatment plant approved by the Developers and appropriate health units of government bodies having jurisdiction over such matters. Trunk lines will be tied to catch basins at front of Tract. A sewer tie-in has been provided at certain catch basins.

4.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Residential Use. All Tracts are for residential purposes only and no part of the Property shall be used for any commercial purpose, except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory building, shall be built or constructed on each Tract. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477) shall be built or permitted to be built on any Tract nor shall any Tract or existing structure be permitted to be used as such. Mother-in-law suites will be allowed. Plans must be approved by the Developers.

4.2 Resubdivision of Tracts. No Resubdivision of one or more Tracts shall be allowed without the prior written consent of the Developers, after the Developers have approved of such decision. Notwithstanding the above to the contrary, however, so long as the Developer is the Owner of any Tracts in the Subdivision, the Developer may subdivide any Tracts of the Subdivision in their sole discretion, without needing the vote of any other Tract Owners or any other parties.

4.3 Servitudes and Rights of Way. Various servitudes and rights of way for

fences or other improvements are placed in any servitude area, such items are subject to removal or damage at the Tract Owner's expense in the event work in the servitude area is required.

4.4 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other outbuildings shall at any time be used as a residence; temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants, or for family members or occasional non-paying guests of the occupants of the main residential premises on the Tract. No structure may be occupied as a residence until its exterior is completely finished.

4.5 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Tract, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. Domestic animals shall not be permitted to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.6 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any Tract (vacant or occupied). No building materials may be stored on any Tract except during the construction period of a residence or other approved improvements thereon. No building materials or trash may be stored or deposited on any Tract other than the one under construction, except with the permission of such other Tract Owner.

4.7 Tract Maintenance. The Tract Owner shall keep the grass, weeds and vegetation on his Tract mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. For all Tracts, the yard to be maintained includes the grass area between the front of the Tract and the back of any street curb bordering the Tract. Landscaping shall be maintained in a neat and attractive manner by the Tract Owner. If the Tract is not mowed and kept clean by the Tract Owner (and the landscaping maintained) the Developers may notify the Tract Owner of the condition. If after 10 days from the sending of such notice, no action is taken by the Tract Owner, then the Developers may cause said Tract to be mowed (and landscaping maintained) and the Owner of such Tract shall be billed the greater of the cost thereof (including attorney fees if legal action for collection is deemed necessary by the Developers) or \$100 per mowing (or maintenance). The Developers shall have lien rights to enforce payment of any charges for such mowing and maintenance (and attorney fees if legal action for collection is deemed necessary by the Developers).

4.8 Maintenance (Home Exterior). Each Owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports and other approved out-buildings. This shall include the painting or replacement of roofs, gutters, down spouts, and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors and shutters when necessary.

4.9 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. Any Owner desiring to install a basketball goal must obtain the Developers' approval of the location and placement of the same prior to installation.

4.10 Commercial Activities. No commercial, business or trade activities shall be conducted on any Tract, nor shall anything be done thereon which may become an

restriction. No signs (such as garage sale, political, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles.

4.12 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter, or ones intended to be installed on the front half of the house (or on any side of the house facing a street) may be installed on any Tract except with the prior written approval of the Developers. No satellite dishes shall be installed on any fence or seen from the street.

4.13 Mailboxes. The Developers will designate a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color, to be used for all Tracts in the Subdivision. When a house is built on any Tract, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner. The Developers may designate a mailbox placement plan. (depending on requirements of the U.S. Postal Service), in which case each Owner shall place his respective mailbox according to such plan.

4.14 Mobile Homes/ Trailers and Boats or Other Vehicles.

(a) The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Tract is prohibited on all Tracts. No school buses shall be allowed to be kept or stored on any Tract or street in the Subdivision at any time.

(b) No house boat or truck (larger than a pick-up truck) may be maintained, stored or kept on any Tract.

(c) Small camper trailers and boats may be kept and stored on Tracts in a garage, or only if kept in the rear of the home in an area that is completely screened from view of streets and neighboring homes.

4.15 Vehicle Parking. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on or within any common landscape area or on the neutral ground of any street. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle. Refer to section 3.14 of these Restrictions for other parking requirements.

4.16 Go-Carts, Motorbikes, and Other Similar Vehicles. No unlicensed go-carts, motorbikes, off-road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks or street right-of- ways of the Subdivision or Common Areas. Also, no unlicensed operators shall be allowed to drive or operate any of these types of vehicles or any other licensed vehicles on the streets, sidewalks or street right-of- ways of the Subdivision or the Common Areas.

4.17 Firearms. The use of firearms or air guns is strictly prohibited in the Subdivision.

4.18 Antennas, Outside Lighting and Outside Sound. No outside above-ground

4.19 Gardening. No Tract shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Tract provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

4.20 Clothes lines. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothes, rugs, or other items be hung from any railing, fence, hedge or wall.

4.21 Nuisances. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners. Decisions of the Developers in their sole discretion shall be final as to what does or does not constitute an annoyance or nuisance.

5.

SOIL CONDITIONS - FILL DISCLOSURE

5.1 Each Tract sold by the Developers are sold without any warranties with respect to soil conditions. It is recommended that each Tract Owner undertake such soil condition testing as is necessary for each Tract

Owner, architect and builder be familiar with all soil conditions on the Tract Owner's Estate. Each Tract Owner shall be deemed to have expressly waived, in favor of the Developers, all warranties with respect to soil conditions of any Estate. Each Tract Owner shall forfeit any right to avoid a sale by the Developers or reduce the transfer consideration on account of any soil condition of any Property. Each Tract Owner shall be deemed to have unconditionally released the Developer from and against any liability arising out of any claim arising out of any soil condition of any Property. In the absence of an express agreement to the contrary, this waiver of soil condition warranties shall not run in favor of any Tract Owner other than the Developer

6.

ASSESSMENTS AND GENERAL PROVISIONS

6.1 Maintenance and Up-Keep. The Parish of Livingston, Louisiana, will not accept the roads in the subdivision. The property owners of TRACTS A-3-A-1-A, A-3-A-1-B, A-4-A-1-A, A-4-A-1-B and TRACT A-2 shall be responsible for one thirty fifth (1/35) each of the maintenance and up-keep of the existing road described as Ferry Landing Drive which is shown on that map entitled "Final Plat of Harrell's Ferry Landing, Located in Sections 42 and 50, T7S, R3E, G.L.D., Livingston Parish, Louisiana, For Harrell's Ferry Landing, L.L.C.", prepared by Alvin Fairburn & Associates, Inc., C. E. and Land Surveyors, dated May 17, 2007, which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana. This maintenance does not include work that has yet to be finished such as the initial filling of joints, cracks or seams with tar. Said Tract owner shall also be responsible for one thirty fifth (1/35) of the costs related to the maintenance and upkeep of the entrance gate to Harrell's Ferry Landing Subdivision which include but are not limited to repairs, electric bill, phone bill, ect. Applicable payments or fees for the above described maintenance shall be made

and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana. Said maintenance to include but not limited to sewer lines, water lines, road maintenance, sign costs, ect.

No portion of the above described Tracts, located north of the 50' All Purpose Servitude running through each tract, shall be developed or cleared. This portion of said Tracts shall remain natural and continue to provide a buffer maintaining a privacy barrier Tract owners and adjacent property owners. (Said buffer zone is located between the 50' All Purpose Servitude and the southern most boundry of Lot 14 of Harrell's Ferry Landing Subdivision.)

All of the above described costs and fees shall be prorated accordingly.

Each Tract owner will have the responsibility of purchasing controls for the gates.

6.2 Interpretation of Restrictions. These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted to provide authority to the Developers to create and maintain said Tracts. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

6.3 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Tract on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the Tract, reasonable attorneys' fees to be fixed and awarded by the court.

6.4 Amendment of Restrictions by Developer. The Developers reserve the right to amend these Restrictions one or more times in any manner of for any purpose deemed necessary or appropriate in the sole discretion of the Developers. Any amendment of these Restrictions shall be in writing and shall be effective when filed for recordation in Livingston Parish, Louisiana. The amendment may increase or decrease Tract sizes, square footage requirements, or other amendments as determined by the Developers to be in furtherance of the development of the Subdivision.

6.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the house on a Tract in the Subdivision, or if there is no house on a Tract, the address which the Owner of such Tract has given the Developers for mailing of notices. If no address has been given the Developers for mailing of notices for Tracts which do not have a house thereon, then notices are not required to be made to the Owner of such Tract, but may be sent to the person who appears as Owner on the records of the Assessor for Livingston Parish, Louisiana, at the time of nailing at the address shown on such Assessor's records.



6.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Developers to prosecute any proceeding at law or in equity against such an Owner violation or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him

by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation at a future date.

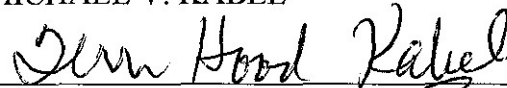
6.7 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

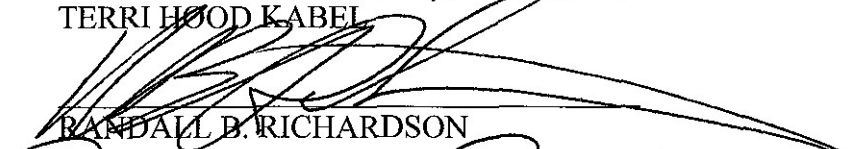
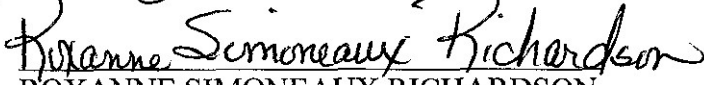
THIS DONE AND SIGNED in Denham Springs, Louisiana on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

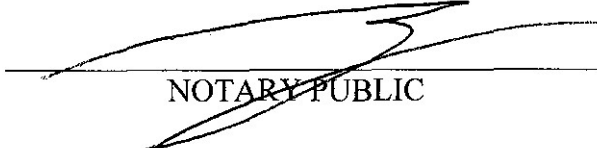
WITNESSES:


TINA FLETCHER

ANDREA DUKE


MICHAEL V. KABEL


TERRI HOOD KABEL


RANDALL B. RICHARDSON

ROXANNE SIMONEAUX RICHARDSON


NOTARY PUBLIC

Shea E. Landry
Bar Roll #24148
Notary ID #53203
Commission Expires with Life