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ACT OF RESTRICTIONS FOR SUMMER LAKE SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this day 29th of March, 2007 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

DINTINCTIVE HOMES BY WATSON, LLC (TIN 71-0938334), a Louisiana limited liability company registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 8559 Foxfield Drive, Baton Rouge, Louisiana 70809, represented herein by its Managing Member, Tyler Clayton Watson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

COTTEN CUSTOM HOMES, INC (TIN 04-3718754), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 19040 Beaujoles Avenue, Baton Rouge, Louisiana 70817, represented herein by its Director, Gerald Lane Cotten, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

McPHERSON, INC (TIN 72-1279122), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 324 Grand Lakes Drive, Baton Rouge, Louisiana 70810, represented herein by its Director, John R. McPherson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge, Louisiana,

hereinafter referred to collectively as "Declarant," who did depose and state that:

Declarant is the owner of all of the Lots contained in the real property hereinafter described, except Lot 27, and, by this Act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. **DEFINITIONS**

- 1.1 "Property" or "Properties" shall mean and refer to that certain real property located in Ascension Parish, State of Louisiana, formerly being Lot A of the Alice B. Webb property, located in Section 5, Township 9, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and more particularly described as that subdivision referred to as Summer Lake Subdivision on the final plat filed in the Official Records of the Clerk of Court of Ascension Parish.
- 1.2 "Lot" shall mean and refer to any plot 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, as reflected on the final plat of the Subdivision.

- 1.3 "Common Area" shall mean any and all real property within the Subdivision, not part of any Lot, and shown as "Common Area" on the plat of the Subdivision. The Common Area to be for the common use and enjoyment of all Lot Owners.
- 1.4 "Declarant" shall mean and refer collectively to **DISTINCTIVE HOMES BY WATSON, LLC, COTTEN CUSTOM HOMES, INC and McPHERSON, INC.**, and to its successors and assigns.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Declarant), of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.
- 1.6 "Summer Lake" or "Subdivision" shall mean the entire subdivision known as Summer Lake Subdivision, including all Filings constructed or planned.
- 1.7 "Restrictions" shall mean the entire body of this document entitled "ACT OF RESTRICTIONS FOR SUMMER LAKE SUBDIVISION".
- 1.8 "Association" shall mean the Summer Lake Homeowner's Association.
- 1.9 "Committee" shall mean the Architectural Control Committee for Summer Lake Subdivision.
- 1.10 "Appointment Period" shall mean and refer to the period commencing as of the date of the recordation of this Restrictions and continuing to the earlier of: (1) the date on which Declarant voluntarily relinquishes its rights granted hereunder; or (2) the moment that all of the Lots have been conveyed by Declarant to non-Declarant Owners.

2. PURPOSE

- 2.1 Purpose. The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitude's, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot, to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; 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 Declarant and purchasers of Lots.
- 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) servitude's and

real obligations established as a charge on each Lot 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 the personal obligation of each Owner of a Lot in favor of the Owners of the other Lots. The property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the conditions, covenants, restrictions, reservations, 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 Architectural Control Committee of Summer Lake (the "Committee") of proposed plans for improvements to particular Lots. The criteria for approval by the Committee 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 Lot by recordation of an act transferring title of a Lot 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 Lots 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. ARCHITECTURAL CONTROL

- 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 Lots, the Declarant does hereby establish and designate the Architectural Control Committee of summer Lake ("the Committee") to perform the duties set forth below.
- 3.2 Committee Membership. The Committee shall eventually consist of up to three (3) individuals who shall be elected annually. The initial Committee shall consist of Tyler Clayton Watson, Gerald Lane Cotten and John R. McPherson, or their appointees, and up to one other person at the Committee's discretion. Their successors shall be appointed by the Declarant until such time as the Declarant shall release this right to the Owners in the subdivision. The Committee shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The Declarant may voluntarily relinquish control of the Committee to the Summer Lake Homeowners Association (after it is formed), at any time they may choose.
- 3.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than wood or trash removal), the Owner of a Lot shall submit to the Committee one set of plans and specifications for the construction, remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, play house, antenna, satellite dishes and other significant improvements as well as submit a resume for the licensed and insured builder who will be performing the work on the Lot on behalf of the Owner. The Owner's choice of builder must be approved by the

Committee in the sole discretion of the Committee. No work may commence on any Lot until the written approval of such plans and builder has been given by the Committee. No building on any Lot may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or in accordance with plans approved by the Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- A. 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
- B. A plot plan showing the location of all improvements on the Lot. Any other proposals to be brought before the Committee shall be submitted in writing and in detail.
- C. One (1) set of plans, including plot plan, must be submitted for Committee approval to be retained by the Committee.

3.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals 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 plans or proposals, then the approval is void.

3.5 Standards for Review. The Architectural Control Committee 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. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selection of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

3.6 Finality of Decision. The decisions of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final, binding and nonappealable. The first members of the Committee are:

Tyler Clayton Watson
Gerald Lane Cotton
John R. McPherson

4. IMPROVEMENT RESTRICTIONS

4.1 Residential Use. All Lots are for residential purpose 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 buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. RS 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. No more than one single family residence may be constructed on any Lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purposes of these Restrictions, except for voting purposes.

- 4.2 Resale of Lots. In the event an Owner wishes to sell a Lot within one year from the Owner's purchase of said Lot, the Owner must first offer to sell the Lot to the Declarant for the original price paid by Owner. Any Builder or Contractor who purchases a lot from an Owner will be unable to construct improvements on the lot unless the Builder or Contractor is approved by the Committee.
- 4.3 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "living area"). These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled.
- The minimum size requirements are as follows:
- (a) For single-story houses, the minimum living area shall be 2,000 square feet.
 - (b) For multi-story houses, the minimum living area shall be increased by 200 square feet for all Lots, and the homes shall have a minimum of 1200 square feet of living area on the ground floor.
- 4.4 Building Setback Lines. Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than five (5) feet to the sideline of a Lot, except as may otherwise be shown on the official final plat of the Subdivision. Front and rear minimum building setback lines and yards shall be in accordance with the official subdivision plat and in accordance with any applicable ordinances and regulations of Parish in which the Property is located. In addition, no structure or outbuilding may be built near than twenty five (25') feet from the edge of the lake.
- 4.5 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems appropriate, including a reduction of the required square footage not to exceed ten (10%) percent.
- 4.6 Indemnification. Each member of the Committee shall be indemnified by the owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful

malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

- 4.7 Completion of Improvements. Prior to a Lot Owner obtaining a Certificate of Occupancy (from the appropriate officials of the Parish in which the Property is located) for any improvements on a Lot (the "Certificate of Occupancy Date"), a Lot Owner must complete the improvements in accordance with the plans and specifications previously submitted to and approved by the Committee (failure to do so being hereinafter referred to as "Noncompliance"). In the event of noncompliance, the Committee may give notice of such to the Lot Owner and, if such noncompliance deficiencies are not corrected in full within thirty (30) days after such notice (the "Fine Date") then the Lot Owner shall be assessed and shall immediately pay a Fine of \$500 to the Declarant (or the Association if formed) for each thirty (30) day period of noncompliance beyond the Fine Date. The Declarant (or the Association if formed) shall have ~~lien rights to enforce payment of such fine. If no notice of noncompliance is sent to the Lot~~ Owner within sixty (60) days after the Certificate of Occupancy Date, then such improvements shall be deemed to have been completed in compliance with the plans and specifications previously submitted to and approved by the Committee.
- 4.8 Resubdivision of Lots. No re-subdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee has approved of such decision by majority vote.
- 4.9 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with section 3 of these Restrictions.
- 4.10 Minimum Roof Pitch. The minimum roof pitch shall be 9/12, unless otherwise approved by the Committee. All roofing shall be architect shingles. There will be no three tab shingles allowed in subdivision.
- 4.11 Ceiling Heights. All residences shall be constructed with all ceiling heights being no less than nine (9') feet high.
- 4.12 Exterior Finishes. Any residence erected, placed or altered shall be constructed exteriorly of sixty (60%) percent old brick or simulated old brick, twenty (20%) percent stucco and twenty (20%) percent siding. The siding must be hardy plank or a comparable material approved by the Committee. Aluminum and vinyl siding are not allowed. All painted exteriors must have at least two (2) coats.
- 4.13 Electrical Service. This subdivision will be served by underground utilities, except where an overhead electric distribution system is previously existing or has been installed by the Declarant. Electric service from the electric distribution system to each residence shall be underground.

- 4.14 Exterior Finishes: The owner shall not paint or decorate any portion of the exterior of any buildings or improvements without first obtaining written consent of the Committee.
- 4.15 Car Storage. All residences shall have a garage that will accommodate not less than two, nor more than four cars. In the event that the garage is visible from the street or the lake, the garages shall load from the side and the primary opening of such shall not face any street bordering the Lot, except garages constructed on corner Lots which may face (open to) the street on the long side of the Lot. If the car storage area is located on a corner Lot which may face (open to) the street or the front one-half of a lot, it must be fully enclosed on any side visible from the street and it must have a closing garage door. Carports are acceptable only in the rear of the home and may not be visible from the street or the lake. If the home is located on a corner lot, only a garage may be used. No vehicles or trailers owned or used by residents of the Subdivision may be parked on a regular basis on any street or street right-of-way in the Subdivision.
- 4.16 Configuration on Lot. Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border.
- 4.17 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Declarant or the Committee shall determine which side the driveways are to be located. Adjacent driveways are not permitted unless approved by the Committee. Driveways must be approved by the Declarant or the Committee.
- 4.18 Servitudes and Rights of Way. Servitudes and right of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use for such purposes.
- 4.19 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. detached servants' quarters or any other detached structure which is of the same architectural style as the home may be constructed only with the prior written approval of the Committee, evidenced by majority vote thereof. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase, the Committee shall approve automatically such location for a residence. No structure may be occupied as a residence until its exterior is completely finished. No building or structure, detached from the residence, whether temporary or permanent, shall be located on any lot at any time unless it is built to the same construction and aesthetic standards as the residence built or to be built on the lot.

4.20 Fireplace Flues and Chimney Caps. Fireplace flues and chimneys shall be covered with stucco. The chimney cap must be copper, anodized aluminum or other such material approved by the Committee.

4.21 Fences. No fence or wall shall be constructed nearer to the street than the side of the house which faces the street. No fence or wall shall exceed six (6) feet in height. No fence shall be erected which obstructs an adjoining home's view of the Lake. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from neighboring property or from any street. Wooden fences shall be made of cedar, cypress, or wolmanized pine, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Only wrought iron may be used on Lake Lots. Declarant will provide a design, construction, material and color, to be used for the wrought iron fence on all Lake Lots. Any fence that may be supplied by the Declarant for the benefit of the Subdivision, if so supplied in the Declarant's discretion, shall be maintained by the Summer Lake Homeowner's Association and upkeep of this Subdivision fence shall be maintained from dues collected by the "Association".

4.22 Antennas, Outside Lighting and Outside Sound. No outside aboveground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.

4.23 Landscaping. Within thirty (30) days after the date of occupancy of any home on a Lot (the "Landscape Completion Date") the Lot Owner shall complete a certain amount of landscaping to the Lot to include:

- a) Grass sod of at least the front yard (and side yard facing the street if a corner lot), and
- b) Front of house to have planting (and side planting if yard faces the street on a corner lot).

Any Lot Owner who does not complete said landscaping prior to the Landscape Completion Date shall pay a fine of \$300 to the Declarant (or the Association if formed) for each thirty (30) day period the landscaping is delayed beyond the Landscape Completion Date. The Declarant (or Association if formed) shall have lien rights to enforce payment of such fine.

4.2 Mailboxes. The Declarant will provide a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color, to be used for all lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use one Subdivision Mailbox, the purchase of which shall be the sole responsibility and at the sole cost of the Owner. The maintenance of the "Subdivision Mailbox" shall be the sole responsibility of the Owner.

- 4.25 Amend Restrictions. The Declarant reserves the right to amend this Act of Restrictions one or more times, to add additional lots to Summer Lake, and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of Parish of East Baton Rouge, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions to add additional lots, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in Summer Lake and shall be fully enforceable by each lot owner in the Subdivision.
- 4.26 Garage Apartments. No garage apartment shall be built on any of said Lots.
- 4.27 Damage Requirements. All Lot Owners and contractors are placed on notice that they shall be responsible for any damage caused to the subdivision during construction of their house, including curbs, sidewalks, mailboxes, street signage and street lights. They must repair all such damage before the house can be occupied. In the event of default of this requirement they shall be responsible for all damages, costs and attorneys fees incurred in enforcing this provision. All contractors are further placed on notice that they shall be responsible for policing their jobs sites for a safe and clean environment on a daily basis.

5. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

- 5.1 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder from erecting a temporary warehouse and/or office on any Lot during the construction of a house on the same Lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. An exception to this paragraph is that the Declarant (or its designee) may have a construction and/or sales office in the Subdivision.
- 5.2 Parking, Trailers, and RVs. No house trailers, recreational vehicles, campers, trailers, school buses, boats, motor homes, commercial vehicles, or trucks (larger than "pick-up truck") shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from any street on which the Lot fronts.
- 5.3 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence thereon.
- 5.4 Signs. No signs of any kind or description, other than real estate "for sale" signs designating those involved in the construction and resale of any residential homes in the Subdivision (each

not exceeding five square feet in size), shall be displayed on any Lot. The Declarant is excepted from this restriction.

- 5.5 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the Committee and the appropriate health units of governmental bodies having jurisdiction over such matters.
- 5.6 Lot Maintenance. Until the Lot is substantially cleared, the Lot Owner shall clean and mow an area from the street curb to twenty (20) feet behind the street curb on the Lot. After a Lot is substantially cleared, the Lot Owner thereof shall keep the grass, weeds and vegetation on said lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Lot Owner, then said Lot may be mowed at least monthly by the Declarant (or its designee or the Association if formed) and the Owner of such Lot shall be billed \$60 per mowing. The Declarant (or the Association when formed) shall have lien rights to enforce payment of any charges for mowing. Lot owners shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all cost of said maintenance and for any such repairs which may be necessary.
- 5.7 Animals. No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any Lot, 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. No pet shall be allowed to leave its excrement on any other lot or common area.
- 5.8 Satellite Dishes. A television satellite dish may not be installed on any Lot other than a DSS Satellite or Primestar. The Architectural Control Committee must approve the location and size of any other type of satellite dish to be installed. All dishes shall be hidden from view of any street and must provide landscaping around dish.
- 5.9 Trees. No tree at least eight (8") inches in diameter, measured three feet above the ground, at least twenty (20') feet tall may be removed from any lot, unless it is in the approved building site, its access or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of lots is prohibited. Each owner who violates this restriction knowingly or unknowingly, agrees to pay the sum of THREE HUNDRED (300.00) DOLLARS for each tree removed in violation of this restriction as liquidated damages; however, this monetary damage revision shall not prohibit the Declarant or any other Owner from seeking other relief, including injunctive relief, to enforce the restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the lot affected and the personal obligation of the owner of the lot at the time of each violation. If such a fine is not paid within thirty (30) days of the notice thereof is given to the owner or owners responsible then the fine shall bear interest at a rate of ten (10%) percent; and said owner shall be responsible for all costs and reasonable attorney's fees required for the enforcement of said fine. The Declarant (or the Association when formed) shall have lien rights to enforce payment.

- 5.10 Gardening. No Lot 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 Lot 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 noxious odors and insects.
- 5.11 Screening. Each individual lot owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.
- 5.12 Sports Equipment. No basketball goals, sports or recreational equipment shall be allowed on the front one-half (2) of any lot unless approved by the Architectural Control Committee.
- 5.13 Destruction of Property. No offensive or unlawful use shall be made of the Subdivision Property, or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. Each Lot Owner shall be responsible for meeting the requirements of governmental bodies which require maintenance modification and enforceable in the same way as the responsibility for the maintenance and repair of the Property concerned.
- 5.14 Window Coverings. Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating and air-conditioning units be permitted.
- 5.15 Clotheslines. Except in rear yards totally screened from any street and/or other lot, outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, place or maintained. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.
- 5.16 Drainage. As part of the house construction, it shall be the responsibility of the landowner or his representative to grade each lot so that the storm drainage runoff conforms to the approved drainage layout unless otherwise approved by the Parish of Ascension's Department of Public Works.
- 5.17 Soil Conditions. Neither the Declarant, nor its engineer, warrant, nor have any responsibility for, the soil conditions.
- 5.18 Common Area. The area(s) shown on the final plat of the Subdivision as "Common Area" is dedicated for the common use and enjoyment of all of the Lot Owners. Maintenance of the Common Area(s) will be by the Summer Lake Homeowners Association, and is not the responsibility of the Ascension. Discharge of waste water, heated water, chemicals, toxic materials, swimming pool water or any thing other than clean surface water run-off into the lake is prohibited. Use of the lake as a heat exchanger for heating and air conditioning systems is prohibited. No Lot Owner may substantially change the contour of the shore of the lake by

dredging, cutting, or filling without the written approval of the Committee or Association. No boats powered by gasoline motors or other internal combustion engines are allowed in the lake. Boating powered by quiet electric motor is permitted provided that the motor power is below one horsepower.

5.19 Lake and Maintenance of Lake. The lake itself shall be considered Common Area of the Subdivision. However, the Lots abutting the lake are privately owned, and not Common Area. Thus, maintenance of the lake shall be the responsibility of the Association, but maintenance of the Lots abutting the lake shall be the responsibility of the Owners of the Lots. By their purchase of any Lot in the Subdivision, the Owner does release the Declarant and its assigns from any responsibility, loss, damages or claims arising from the existence, location or condition of the lake. Along the lake, only wrought iron fence (see also Section 4.21) may be used. No fence or other construction or items can be built, which, in discretion of the Committee, disrupts the view of the adjoining Lot Owner.

6. HOMEOWNERS ASSOCIATION

6.1 Organization. The Summer Lake Homeowners Association (the "Association") may only be formed by the Declarant and shall be formed by the Declarant when one hundred (100%) percent of all Lots, subjected to these Restrictions or proposed by the Declarant to be added to the Property, are sold to Owners other than Declarant. The Declarant may form the Association at an earlier date if it so wishes. Only the Declarant may form the Association and there shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

6.2 Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All Owners, including Declarant, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

6.3 Rights. It will be the right of the Association to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision.
- D. Maintain the landscaping, walls, and other structures at the Subdivision entrance, the Subdivision signs, any fencing and landscaping along the front of the Subdivision and any other areas or items so approved by the Association.
- E. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.
- F. Collection of all Associations dues for all maintenance and insurance requirements.
- G. Maintain the required liability insurance policies to cover all liability for the subdivision, lake and common areas.

7. ASSESSMENTS

7.1 Regular Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to pay the Association regular assessments, special assessments, dues or charges, as may be established and provided for in these Restrictions. Beginning in the year 2007, each Lot shall be subject to and the Lot Owner of which shall pay a semi-annual assessment of Three Hundred Dollars (\$300.00), payable on January 10 and July 10 of each year (the "Initial Assessment"). The Initial Assessment shall remain effective for the years after 2006 unless changed by Declarant or by the required vote of the Board of Directors as set forth below. All assessments shall be paid to the Association. After 2006, the assessments may be increased or decreased no more than 10% per year by the Declarant or by the affirmative vote of the majority of the Board of Directors of the Association. Any increase or decrease in assessments and/or dues greater than 10% per year may only be effected by (i) a majority vote of Owners who are voting in person or by proxy at a meeting duly called for this purpose and (ii) the vote Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association. The Common Expenses to be funded by the annual Assessments shall include amount to pay for the responsibilities of the Association as set forth in Section 5.6 above and as otherwise set forth in these Restrictions, including, but not necessarily limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;
- (iii) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the Declaration including the maintenance of the parks, swimming pool, clubhouse, and drainage facilities;
- (iv) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) amounts spent with independent professionals by the Architectural Control Committee for plan review;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (vii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (viii) such other expenses as may be determined from time to time by the Board of Directors

of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots; and

- (ix) the establishment and maintenance of a reasonable reserve fund or funds (A) for inspection, maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired or replaced in a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

Notwithstanding anything in these Restrictions to the contrary, the Declarant shall be exempted from the payments of any regular assessments, special assessments or any other charges or assessments of any kind to the Association. The Declarant, however, will make contributions to the Association to cover the shortfall between dues, income and actual expenses of the Association (not including reserves and contingency funds) for the year 2007.

- 7.2 Special Assessments. In addition to the regular assessments authorized above, the Association, acting through its Board of Directors, may levy, in any year, special assessments for Common Expenses, applicable to that year only, provided that such special assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale; (ii) does not apply to any Lots still owned by Declarant; and (iii) is approved by a majority of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of these Restrictions. The Board of Directors may make such special assessments payable in installments over a period of which may, in the Board's discretion, extend in excess of the fiscal year in each adopted. Such special assessments for any Lots it owns in the Subdivision.
- 7.3 Individual Assessment. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against and billed to such Owner and his/her respective Lot. The individual Assessments provided for in this section 6.3 shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board shall be specified by the Board. The Board of Directors may levy, as an individual assessment, an assessment for the charges that may be imposed by the terms of these Restrictions. The Declarant is exempted from paying any Individual Assessments for any Lots it owns in the Subdivision.
- 7.4 Notice of Meeting. Written notice of any meeting of the Association called for the purpose of taking any action, including establishing or changing assessments (when a vote of Owners is required), shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Said notice may be sent only by a member of the Board of Directors or any officer of the Association. The presence of member or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting as set forth above in this paragraph and a quorum shall not be required at

such second meeting, provided such second meeting is held within 60 days after the first meeting.

- 7.5 **Liens.** All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot, in favor of the Association.
- 7.6 **Effect of Nonpayment; Remedies of the Association.** Any assessments levied, whether regular, special or individual, to a Lot Owner which are not paid when due shall be delinquent. Any assessment which remains delinquent for a period of more than ten (10) days after the date when due shall incur a late twelve percent (12%) per annum. In the event a Lot Owner fails to pay an assessment within ten (10) days after the due date thereof, the Board of Directors of the Association may send the delinquent Lot Owner notice of such payment due. If the delinquent Owner fails to pay the amount due within thirty (30) days after the date of mailing of such notice, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or Mortgage encumbering the Lot. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including fees) are fully paid or otherwise satisfied. When all amounts claimed in the lien (including reasonable attorneys' fees), as well as assessments which have accrued subsequent to the filing of the lien, have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser of the transferee of the Lot from or the transferee of the Lot from liability for, or the Lot from the lien of any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assess to all Lots as a common expense. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may (as the Board shall determine) institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to Lot vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the lot at any foreclosure

sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation non-use of the Common Areas or abandonment of his Lot and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

8. GENERAL PROVISIONS

- 8.1 Strict 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. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.
- 8.2 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 Lot 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 Lot, reasonable attorney's fees to be fixed and awarded by the court.
- 8.3 Duration. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years each.
- 8.4 Amendment. Prior to the formation of Summer Lake Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Declarant without any requirement of a vote or consent in any way from the Owners of Lots. After the formation of the Summer Lake Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, any amendment to these restrictions shall only be effective by the written act executed by the then Owners of seventy-five (75%) percent of all Lots subject to these Restrictions. After expiration of the initial twenty-five (25) year term of these Restrictions, these Restrictions may be amended by the written act executed by the majority of the Owners of Lots. Notwithstanding anything herein above to the contrary, however, so long as the Declarant is an Owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Declarant on the amendment document.
- 8.5 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 person who appears as Owner on the public records at the time of mailing.
- 8.6 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, the Association or the Declarant to prosecute any proceeding at law or

inequity against such an Owner violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded 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.

8.7 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 effects.

THUS DONE AND PASSED, on the date shown above by the appearer, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the appearers and me, Notary, after reading of the whole.

WITNESSES:

Joan Jones
Joan Jones
Virginia Bogan
VIRGINIA BOGAN

DISTINCITVE HOMES BY WATSON, INC.

By: [Signature]
Tyler Clayton Watson, Managing Member

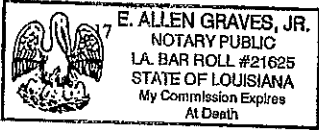
COTTEN CUSTOM HOMES, INC.

By: [Signature]
Gerald Lane Cotten, Director

McPHERSON, INC.

By: [Signature]
John R. McPherson, Director

[Signature]
NOTARY PUBLIC
Print Name: E. Allen Graves, Jr.
Notary/Bar No.: 21625
Expires: at death



NOW, intervening in these Restriction, solely as the Owners of Lot 27, are Gerald and Terri Laird, who hereby acknowledge and ratify each and all of the Restriction set forth above, and declare said Restrictions to apply to, and perpetually be a charge upon, Lot 27, running with ownership of Lot 27 and incidental to the ownership thereof.

THUS DONE AND PASSED, on the date shown above by the appearers, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the appearers and me, Notary, after reading of the whole.

WITNESSES:

Joan Jones

Print Name: Joan Jones

Gerald M. Laird

By: Gerald Laird

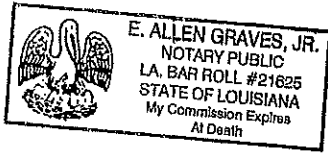
Virginia Bogan

Print Name: VIRGINIA BOGAN

Terri Laird

By: Terri Laird

E. Allen Graves, Jr.
NOTARY PUBLIC
Print Name: E. Allen Graves, Jr.
Notary/Bar No.: 21625
Expires: at death



**FIRST AMENDMENT TO
ACT OF RESTRICTIONS FOR
SUMMER LAKE SUBDIVISION**

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FILED AND RECORDED
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2007 DEC 21 09:09:25 AM
COB, MOD, OTHER

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 14th day of December, 2007, before me, a Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

DISTINCTIVE HOMES BY WATSON, LLC (TIN 71-0938334), a Louisiana limited liability company registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 8559 Foxfield Drive, Baton Rouge, Louisiana 70809, represented herein by its Managing Member, Tyler Clayton Watson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

COTTEN CUSTOM HOMES, INC (TIN 04-3718754), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 19040 Beaujoles Avenue, Baton Rouge, Louisiana 70817, represented herein by its Director, Gerald Lane Cotten, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

McPHERSON, INC (TIN 72-1279122), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 324 Grand Lakes Drive, Baton Rouge, Louisiana 70810, represented herein by its Director, John R. McPherson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana, (hereinafter referred to as the "Developer")

who declared that:

The lots, tracts and private servitudes of passage of Summer Lake Subdivision, formerly being Lot A of the Alice B. Webb property, located in Section 5, Township 9, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, are affected by restrictions and covenants established by *Act of Restrictions of Summer Lake Subdivision*, dated March 29, 2007, and recorded on March 30, 2007, at Instrument Number 00664110 of the official records of the Clerk of Court and Recorder for Ascension Parish, Louisiana (hereinafter referred to as the "Restrictions").

Declarant is named as "Declarant" in these Restrictions, and, pursuant to Section 8.4 of the Restrictions. Declarant has full authority to amend these Restrictions at its sole discretion.

Declarant does hereby amend the restrictions as follows:

1.

The Restrictions are hereby amended to add the following provisions to Section 4 of the Restrictions:

"4.21.1 Fences for Lots 28 and 30 – Notwithstanding the provisions of Section 4.21 above, a wooden fence, constructed in accordance with and consistent with 4.21, may be constructed along the Western boundary

of Lot 28 with Lot 26 beginning at the Southwest corner of Lot 28, along rear portion of the lot parallel to its Western boundary, from the Southwestern corner of Lot 28 for a distance of forty five feet (45'). Notwithstanding the provisions of Section 4.21 above, a wooden fence may be constructed along the Western boundary of Lot 30 with Lot 32, beginning at the Northwest corner of Lot 30, along the rear portion of the lot parallel to its Western boundary, from the Northwestern corner of Lot 30 for a distance of forty five feet (45'). With the sole exception of the foregoing, all fencing must comply with Section 4.21 above."

"4.28 **Above Ground Swimming Pools** – No above ground swimming pools shall be allowed on Lake Lots."

II.

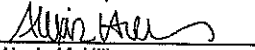
The Restrictions are hereby amended to add the following provision to Section 5 of the Restrictions:

"5.20 **Playground Equipment and Wood Fences** – All playground equipment and wood fences which are visible from the Lake, any street, or any adjacent property shall be maintained in good condition.

Except as specifically amended or supplemented herein, the Restrictions shall remain unchanged, and shall remain in full force and effect.

THUS DONE AND PASSED, on the date shown above by the appearer, in the presence of me, Notary and the undersigned competent witnesses who have signed in the presence of the appearers and me, Notary, after reading of the whole.

WITNESSES:


Alexis M. Hilbun

DISTINCTIVE HOMES BY WATSON, INC.

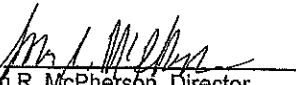

Gwendolyn Daniel

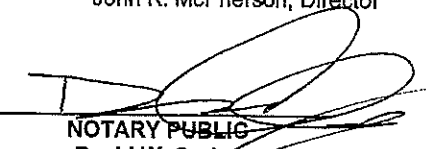
By: 
Tyler Clayton Watson, Managing Member

COTTEN CUSTOM HOMES, INC.

By: 
Gerald Lane Cotten, Director

McPHERSON, INC.

By: 
John R. McPherson, Director


NOTARY PUBLIC
David W. Carley
Notary/Bar No.: 25607
Expires: at my Death

**SECOND AMENDMENT TO
ACT OF RESTRICTIONS FOR
SUMMER LAKE SUBDIVISION**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 28th day of January, 2009, before me, a Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

DISTINCTIVE HOMES BY WATSON, LLC (TIN 71-0938334), a Louisiana limited liability company registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 8559 Foxfield Drive, Baton Rouge, Louisiana 70809, represented herein by its Managing Member, Tyler Clayton Watson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

COTTEN CUSTOM HOMES, INC (TIN 04-3718754), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 19040 Beaujoles Avenue, Baton Rouge, Louisiana 70817, represented herein by its Director, Gerald Lane Cotten, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana,

McPHERSON, INC (TIN 72-1279122), a Louisiana corporation registered to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, with its registered office at 324 Grand Lakes Drive, Baton Rouge, Louisiana 70810, represented herein by its Director, Aimee McPherson, pursuant to authorization recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana, (hereinafter referred to as the "Developer")

who declared that:

The lots, tracts and private servitudes of passage of Summer Lake Subdivision, formerly being Lot A of the Alice B. Webb property, located in Section 5, Township 9, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, are affected by restrictions and covenants established by *Act of Restrictions of Summer Lake Subdivision*, dated March 29, 2007, and recorded on March 30, 2007, at Instrument Number 00664110 of the official records of the Clerk of Court and Recorder for Ascension Parish, Louisiana, as such restrictions may have been amended from time to time (hereinafter referred to as the "Restrictions").

Declarant is named as "Declarant" in these Restrictions, and, pursuant to Section 8.4 of the Restrictions, Declarant has full authority to amend these Restrictions at its sole discretion.

Declarant does hereby amend the restrictions as follows:

I.

The Restrictions are hereby amended to add the following provisions to Section 4 of the Restrictions:

"4.28 **Rental of Single Family Residences.** As a matter of clarification, and not intending to alter the original intent of Declarant, it is hereby

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expressly declared that an Owner of a Lot may lease, rent, grant a usufruct, or grant a right of occupancy to a third party for the residential use of any single family home located on a Lot. Such activity shall not be considered a commercial use of the Lot or the Property by that Owner and shall not otherwise be prohibited by these Restrictions.

Except as specifically amended or supplemented herein, the Restrictions shall remain unchanged, and shall remain in full force and effect.

THUS DONE AND PASSED, on the date shown above by the appearers, in the presence of me, Notary and the undersigned competent witnesses who have signed in the presence of the appearers and me, Notary, after reading of the whole.

WITNESSES:

Alexis M. Hilburn
Alexis M. Hilburn

DISTINCTIVE HOMES BY WATSON, LLC

Arnetta L. Thompson
Arnetta L. Thompson

By: Tyler Clayton Watson
Tyler Clayton Watson, Managing Member

COTTEN CUSTOM HOMES, INC.

By: Gerald Lane Cotten
Gerald Lane Cotten, Director

McPHERSON, INC.

By: Aimee McPherson
Aimee McPherson, Director

Chase M. McCalip

NOTARY PUBLIC
Chase M. McCalip
Notary/Bar No.: 26408
Expires: at my Death



Chase M. McCalip
Notary Public
All Louisiana Parishes
LA Bar Roll No. 26408
Commission Expires at Death