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STATE OF LOUISIANA
PARISH OF ST. MARY

**AMENDMENT AND RESTATEMENT OF THE
ACT OF COVENANTS, RESTRICTIONS AND LAND OWNERSHIP CONDITIONS
IN AND FOR
RENWICK SUBDIVISION**

BEFORE ME, the undersigned Notary Public in and for the Parish of St. Mary, Louisiana, duly commissioned, qualified and residing in said Parish and State, personally came and appeared:

The **BERWICK DEVELOPMENT DISTRICT** (herein sometimes called the "BDD"), a political subdivision of the State of Louisiana established by an act of the Louisiana legislature and an ordinance of the Town of Berwick, domiciled in Berwick, St. Mary Parish, Louisiana, herein represented by its Chairman, Alvin Willis, pursuant to authority granted to him by the Board of Commissioners, and duly authorized by virtue of resolution filed in St. Mary Parish Conveyance Book 176, Page 118, under Entry No. 302,514;

who after being by me first duly sworn, did declare that:

BDD is the Developer of Renwick Subdivision, Phase I, Phase II and Phase III (all phases herein sometimes called "Renwick Subdivision"), which are those certain tracts of land situated in Section 28, T15S, R12E in the Town of Berwick, Parish of St. Mary, State of Louisiana, identified on several plats or maps filed in the St. Mary Parish Conveyance Records, including but not limited to those plats or maps under Entry Nos. 264,648, 266,466, 272,536, 294,714, 294,715 and 302,513.

Renwick Subdivision is subject to certain property covenants, restrictions, conditions, servitudes, reservations, liens, and charges set forth in Act of Covenants, Restrictions and Land Ownership Conditions of Renwick Subdivision. These restrictions include but are not limited to acts recorded in Conveyance Book 42-C, Entry No. 264,648, and as amended by acts recorded in COB 42-N, under Entry No. 266,466, COB 43-L, under Entry No. 270,722, in COB 43-W, under Entry No. 272,536, in COB 46-G, under Entry No. 282,993, in COB 119, under Entry No. 294,715, in COB 172, under Entry No. 302,138 and in COB 176, Entry No. 302,514 all of the records of St. Mary Parish, Louisiana (hereinafter referred to as "Restrictions"). Paragraph 7.1 of the Restrictions provides that the BDD may amend the Restrictions in any manner and for any purpose deemed necessary or appropriate in the sole discretion of the BDD, which are effective upon filing in the official records of St. Mary Parish. In order to facilitate the transfer of certain responsibilities to the Renwick Homeowners' Association, Inc., a non-profit Louisiana Corporation, domiciled in St. Mary Parish, (the "Association") and to consolidate in one document the Restrictions, the BDD deems it necessary for the development of the subdivision that the Restrictions be amended and restated as herein defined.

Therefore, Appearer hereby amends the Restrictions and for clarification restates the Restrictions as follows, to wit:

1.1 Purpose of Restrictions. The purpose of the restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the subdivision. All property of the subdivision is subjected to the following covenants, restrictions, conditions, servitude, reservations, liens, and charges to accomplish the following non-exclusive purposes:

- a) To protect the owners of building sites against the improper use of surrounding building sites;
- b) To preserve, so far as practical, the natural beauty of the subdivision;
- c) To guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials;
- d) To obtain harmonious design schemes;
- e) To insure the highest and best development of the property;
- f) To encourage and secure the erection of attractive homes, with appropriate locations on building sites;
- g) To prevent haphazard and incompatible improvements of building sites;

h) To secure and maintain property setbacks from streets; and

l) In general, to provide quality improvement of the subdivision property.

2.1 Subject Property. The subdivision property made subject to these restrictions is described as being:

All of Blocks A, B, C, D, E, and F of Renwick Subdivision, Phase 1; and all common areas, streets and rights of way, servitude areas, or landscape areas as shown on the Plan of land showing Renwick Subdivision, Phase 1, per map(s) recorded in the St. Mary Parish Conveyance Records under Entry Nos. 264,648 and 266,466 and 272,536.

Those certain tracts or parcels of land being known, described and composing all of the land located within the Town of Berwick, Section 28, T15S, R12E, St. Mary Parish, Louisiana, being described and designated as RENWICK SUBDIVISION PHASE II, which properties include: Lot 14, Block D; Lot 22, Block E, All of Blocks J and G; Lot 1, Block H; Lot 1, Block I and all common areas, streets and rights of way, servitude areas, or landscape areas as shown on the Plan of land showing Renwick Subdivision Phase II, per map recorded in the St. Mary Parish Conveyance Records under Entry Nos. 294,714 and 294,715.

Those certain tracts or parcels of land being known, designated and described as lots in RENWICK SUBDIVISION PHASE III, located in the Town of Berwick, St. Mary Parish, Louisiana as shown and depicted on that Plan of Land showing Renwick Subdivision Phase III prepared by Miller Engineers & Associates, Inc., being attached for greater description of the properties transferred. The tracts of land shall include Lots 6, 7, & 8, Block C; Lots 15, 16, 17, & 18, Block D; Lots 7, 8, 9, 10, 11, 12 & 13, Block G; Lots 2, 3, 4, & 5, Block I and Lots 1, 2, 3, 4, 5, 6, 7 & 14, Block K and all common areas, streets and rights of way, servitude areas, or landscape areas as shown on the Plan of land of Renwick Subdivision Phase III, per map recorded in the St. Mary Parish Conveyance Records under entry No. 302,514.

2.2 Conveyance of Property. All subdivision property shall be conveyed, transferred, sold or leased by any owner subject to the covenants, restrictions, conditions, servitudes, reservations, liens, and charges hereinafter set out; all of which are imposed upon the property, and all of which shall run with the land.

3.1 Subdivision Review Committee. There is created the Renwick Subdivision Review Committee ("Review Committee"). The Review Committee shall serve without pay and shall check all building plans, landscape plans and specifications to ascertain their strict compliance with all of the restrictions as set forth herein. The decision of the Review Committee, in the event of any dispute or controversy regarding the interpretation of these covenants, restrictions and land ownership conditions, shall be final and non appealable.

3.1.1 Committee Composition. The Review Committee is composed of not less than three (3) nor more than five (5) individuals, whom shall be appointed by the Board of Directors of the Association.

3.1.2 Committee Appointments and Term of Service. Members of the Review Committee shall serve for three years, each and shall be an owner of property within Renwick Subdivision. If a Renwick resident of the Review Committee moves out of the subdivision or otherwise can no longer fulfill his obligation, a new member shall be appointed to fill the unexpired term of the departing member. Terms shall run according to the calendar year with the exception of the first year which shall begin immediately upon appointment, with terms not measured until January 1 of the following calendar year.

3.2 Required Review and Approval by the Committee. No residence, building, fence, wall, or other structure shall be started, erected, or maintained, nor shall any addition, change, or alteration of any kind be made until all plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specification and the grading plan of the lot on which the improvements are to be erected have been submitted to and approved in writing by a majority vote of the Review Committee. A copy of the approved plans shall be lodged permanently with the Association. One (1) set of plans, including the plot plan, must be submitted for Review Committee approval and retained by the Review Committee to be filed with the Association. If revisions are required, a final complete and approved set of plans must be submitted to the Review Committee.

The approval shall be considered granted if the Review Committee fails to approve or

disapprove within forty-five days after any matter, including plan specifications, has been submitted to it for decision.

3.3 Approval of Specifications. Construction shall start within ninety days of approval. Construction must be completed within one year from the date of the commencement of construction unless said construction has been halted by an Act of God or force of nature such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. Construction or starting delays beyond the specified time must be approved by the Review committee.

3.4 Single Family Residential Usage. No residential structure shall be erected, altered, placed, or permitted to remain on anyone of said lots other than one (1) detached single family residence not to exceed two and one half (2 1/2) stories in height. The residence may include a private garage, carport, or boatport for not less than two nor more than four conventional automobiles and/or boats (or other waterborne vehicles). The residence may also include accessories incidental to residential use of subdivision lots such as swimming pools, bathhouses, sheds, and/or gazebos. Detached servants' quarters or any other detached structure (except the primary garage) may be constructed only with the prior written approval of the Review Committee, evidenced by a majority vote of the full membership. No garage apartment shall be built on any subdivision lots.

The use of any structure for a boarding house, duplex, group home, duplex apartment, garage apartment, or other apartment used for rent, lodging house, sanatorium, hospital, asylum or institution of any kind, or anything which is or may become a nuisance to the neighborhood, is expressly excluded from the definition of "residential" as used herein.

3.4.1 Location of Residential Structure. To assure that the 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 Review Committee shall exclusively decide the precise site, location, and orientation of any house, dwelling or other structure upon all subdivision lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site orientation.

3.4.2 Garages. Rear garages or carports are preferred on all lots. At no time will the enclosure of a garage or carport be allowed for conversion to indoor dwelling. Garages and carports must be constructed of the same materials as the main residence building.

Houses constructed on corner lots shall include an attached or detached garage with an approved garage door. As an exception that may be petitioned of the Review Committee, corner lots may have a carport facing the street not fronting the lot so long as the roof line is in conformance with the structure of the main residence.

On lots facing Renwick Boulevard and Fairview Drive, rear or rear side loading garages or carports are required. Forward front facing garages on Renwick Boulevard and Fairview Drive will only be permitted if setback at least 25' (Twenty-five feet) from the front set back of the residence.

As an exception that may be petitioned of the Review Committee, lots with less than 80' (Eighty foot) frontage may have forward facing garages if approved by a majority of the full committee.

Side loading garages at the front of the main building, other than facing Renwick Blvd., may be allowed only with the approval of the Review Committee.

3.5 Minimum Square Footage of Residential Structures. The minimum living area of residential structures shall be as follows:

- (a) With respect to Renwick Subdivision, Phase I,
 - Block A - Lot Nos. 1-6, 8, 11, and 14;
 - Block B - Lot Nos. 1-13 and 28-31;
 - Block D - Lot Nos. 4, 5, 7, 12, and 13;
 - Block E - Lot Nos. 1-6; and
 - Block F - Lot Nos. 8-13; all inclusive (lots fronting Renwick Boulevard and Fairview Drive):

2,400 square feet, at least 1,600 of which shall be contained within the first floor of such dwelling,

- (b) With respect to Renwick Subdivision, Phase I,
Block F - Lot Nos. 1-7 and 14-18; and
Block E - Lot Nos. 7-18, all inclusive:

2,000 square feet, at least 1,350 of which shall be contained within the first floor of such dwelling,

- (c) With respect to Renwick Subdivision, Phase I,
Block A - Lot Nos. 7, 9, 10, 12, and 13;
Block B - Lot Nos. 14-27;
Block C - Lot Nos. 1-5; and
Block D - Lot Nos. 1, 2, 3, 6, 8, 9, 10, and 11; all inclusive:

1,700 square feet, at least 1,200 square feet of which shall be contained within the first floor of such dwelling,

- (d) With respect to Renwick Subdivision, Phase II,
Block G - Lot Nos. 1-6;
Block J - Lot Nos. 1-6;
Block H - Lot Nos. 1; and
Block I - Lot 1, all inclusive:

2,200 square feet,

- (e) With respect to Renwick Subdivision, Phase II, Block D - Lot No. 14:

2,400 square feet,

- (f) With respect to Renwick Subdivision, Phase II, Block E - Lot 22:

2,400 square feet,

AND

- (g) With respect to Renwick Subdivision, Phase III,
Block C - Lots 6, 7, & 8;
Block D - Lots 15, 16, 17, & 18;
Block G - Lots 7, 8, 9, 10, 11, 12 & 13;
Block I - Lots 2, 3, 4, & 5; and
Block K - Lots 1, 2, 3, 4, 5, 6, 7 & 14; all inclusive:

1,700 square feet.

Any lot owner desiring to build a home greater than 1.5 times larger than the minimum living area standards shown in this section (3.5) must secure approval of the Board of the Association, prior to developing plans for such dwelling.

The Lot designations set forth in this section shall mean and refer to the designations for such Lots set forth on the Plats for Renwick Subdivision, Phase I, Phase II and Phase III as recorded with the Clerk of Court for St. Mary Parish.

3.6 Setbacks. Unless approved in advance by the Review Committee (and provided that the placement on said lot does not violate any current zoning, subdivision ordinances or regulations for or in the Town of Berwick), the following setbacks shall apply:

For all Lots listed in Paragraph 3.5 (a) above:

Front Yard Setback. Except as hereinafter provided, no building shall be constructed,

erected, or located on any lot less than a minimum distance of thirty-five feet (35') measured from the foundation to the front property line.

Side Yard Setback. Except as hereinafter provided, no building shall be constructed, erected, or located on any lot less than a minimum distance of ten feet (10') measured from the foundation to the side property line.

Rear Yard Setback. Except as herein provided, no main residential building shall be constructed, erected, or located on any said lot less than a minimum distance of 20' (twenty feet) measured from the foundation to the rear property line.

All Driveways. Driveways will be placed no closer than one foot from the side property line. Lot owners are encouraged to place driveways on the opposite side of the lot from the neighbor's driveway whenever possible.

Accessory Buildings and Structures. Detached garages, shed and other accessory structures shall be constructed of the same materials as the main residence building. The setback from rear property line shall be 5' (five feet) and side yard setbacks shall be the same as required for the main building.

For all Lots listed in Paragraph 3.5 (b), (c), (d), (e), (f) & (g) above:

Front Yard Setback. Except as hereinafter provided, no building shall be constructed, erected, or located on any said lot less than a minimum distance of twenty-five feet (25') measured from the foundation to the front property line. For non-rectangular cul-de-sac lots, the front setback line shall exist at that point where the lot width reaches 50' wide measured from the street right-of-way and set parallel to the rear building line.

Side Yard Setback. Except as hereinafter provided, no building shall be constructed, erected, or located on any said lot less than a minimum distance of seven and one-half feet (7.5') measured from the foundation to the side property line.

Rear Yard Setback. Except as herein provided, no main residential building shall be constructed, erected, or located on any said lot less than a minimum distance of 20' (twenty feet) measured from the foundation to the rear property line.

All Driveways. Driveways will be placed no closer than one foot from the side property line. Lot owners are encouraged to place driveways on the opposite side of the lot from the neighbor's driveway whenever possible.

Accessory Buildings and Structures. Detached garages, shed and other accessory structures shall be constructed of the same materials as the main residence building. The setback from rear property line shall be 5' (five feet) and side yard setbacks shall be the same as required for the main building.

Exception for Lot listed in Paragraph 3.5 (f) above:

Notwithstanding anything to the contrary the setback requirements for Lot 22, Block E shall be: Front setback of thirty-five (35') feet measured from the foundation to the front property line; Rear setback of twenty (20') feet measured from the foundation to the rear property line; Setback on the north side of the lot of ten (10') feet measured from the foundation to the north property line. The two common boundaries between Lot 22, Block E and the sewer lift station property are designated as side lot lines with setback of seven and one-half (7.5') measured from the foundation to the common boundary lines of this lot with the sewer lift station boundary lines. Further, any garage or carport may be placed at the front of Lot 22, Block E with side loading to and from Oakland Drive in addition to other permitted placements allowed by the original building restrictions.

3.7 Exterior materials/Colors. Any residence erected, placed, or altered shall not be constructed exteriorly of imitation brick, stone, aluminum and/or vinyl siding, except the residence may be finished with aluminum and/or vinyl siding not to exceed 25% of the exterior surface. Not more than 40% of the exterior of any structure, at the discretion of the Review Committee, may be wood or similar building material. All painted homes must have at least two coats. All wood painted homes designed as an architectural statement such as an Acadian style homes may be petitioned to the Review Committee as an exception. Raised residences such as Acadian style homes must have a chain wall along the front and sides of the residence to prevent a "see through" appearance. Fascia, eaves and soffit may be sided with aluminum and/or vinyl. Also in consideration of homes that are architecturally designed to have siding as a

prime exterior covering, can be petitioned to the Review Committee and with the approval of the Board of the Association, could be allowed to be constructed with an approved siding other than wood. Any material approved will need to meet all wind loads and wear specifications as deemed necessary by the board.

3.8 Roofs. The minimum roof pitch shall be 6/12, unless otherwise approved by the Review Committee. All roofing shingles shall be composition architecturally cut shingles or equivalent.

3.9 Ceiling Heights. Residences fronting Renwick Boulevard and Fairview Drive shall be constructed with at least eighty percent of the ceilings on the ground floor not less than nine feet high. Residences on other lots shall be constructed with no less than sixty percent of the ceilings on the ground floor not less than nine feet high.

3.10 Chimneys, Fireplace flues and chimneys shall be covered with permitted exterior building materials as listed in paragraphs 3.7 Exterior Materials/Colors of the Renwick Subdivision Restrictions. All fireplaces shall have chimney caps *approved by the Review Committee*. Galvanized metal caps are not allowed.

3.11 Fences. No fence shall be constructed/erected forward of the front set back of the residence. In addition it is recommended that fences be constructed/erected so as to maintain a minimum distance of ten feet (10') from the front corner(s) of the residence. All fencing material must be wood slat, brick, wrought iron, PVC plastic, or a combination of these materials unless otherwise approved by the Review Committee. Chain link fencing will not be allowed. No fence, wall, or hedge shall exceed seven (7) feet in height:

3.12 Parking. Each lot owner shall provide for the permanent parking of his owned vehicles or vehicles he uses, not to be within view from the street. No vehicles of any kind shall be parked on any portion of any lot except the paved drive or carports. Except only when making a delivery (the length of time of delivery to be kept to a minimum of approximately 1 hour), or as used by temporary visitors of the lot owner, no vehicles shall be parked on the street. No vehicle exceeding two axles, or similar commercial vehicles, shall be parked anytime at the subdivision lot or on the street, except only when making a delivery (the length of time of delivery to be kept to a minimum of approximately 1 hour).

All vehicles parked or stored on any lot must be operational and be capable of being operated on the public roads according to the laws of the State of Louisiana.

The parking of boats, utility trailer and recreational vehicles is provided for in section 4.4.

3.13 Storage of Miscellaneous Items. 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.

3.14 Window Coverings. No foil, reflective materials, paper or bright colors shall be used on any window facing a street for drapes, sun screens, blinds, shades, or other purpose. No window mounted heating or air-conditioning units will be permitted in the primary residence. Window mounted air-conditioning or heating units may be used in non-living area spaces only, and must be installed in such a way that they are not visible from the street.

3.15 Clotheslines. Except in yards totally screened from view from any street and/or other lot, outside clotheslines or other outside facilities for airing or drying clothes are prohibited and shall not be erected, placed, or maintained.

3.16 Servitudes. Servitudes for installation and the maintenance of all utilities, and drainage facilities are reserved as shown on the final plat of Renwick Subdivision.

3.17 Multiple Lots. No residence shall be constructed on any two adjoining lots having frontage on the same street unless approved by a full majority of both the Review Committee and the Board of the Association.

3.18 Subdividing of Lots. All lot or lots shall be sold with a full description as shown on the plat of the subdivision referred to above. A lot or lots may be subdivided or re-platted but only with written consent of the BDD.

3.19 Underground Utilities. This subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by the BDD, Association, Town of Berwick or utility company. Electric service from the

electric distribution system to each residence shall be underground. Each residence constructed shall be built in accordance with "Power Miser" standards as defined by CLECO and retain those "Power Miser" standards for a period of at least five years from the date of construction.

3.20 Antennas, Satellite Dishes. No outside lines, outside television or radio antennas, satellite dishes, direct TV dishes, above ground improvements, or hanging devices shall be allowed unless out of sight from view when viewed from the front of the residence site. The view must be blocked by an architectural element. Site placement approval of the Review Committee is required. No receiver dishes greater than 36" in diameter will be allowed.

3.21 Exterior Lighting/Music. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be located and operated so as to not infringe upon the peaceful enjoyment of adjacent properties.

3.22 Landscaping. It is recommended that all lot owners conform to the following landscaping criteria. Landscaping should be commenced within ninety days of completion of the residence. For lots along Renwick Boulevard and Fairview Drive, the front yard should be completely sodded or seeded with centipede, St. Augustine, or equal turf grass. Landscaping shall be defined to include trees, small and large shrubs, and ground covers either in beds or planted as specimens. It is recommended that trees and shrubbery be planted on all lots in Renwick Subdivision. Water oaks, pecans, and pine trees are considered undesirable because of their susceptibility to damage and toppling during high winds such as that generated by hurricanes.

3.23 Mailboxes. At the time of construction of the residence, the BDD or the Association will furnish the lot owner a U.S. Postal Service approved mailbox. The cost of the approved mailbox shall be paid by the lot owner. It will be the property owners' responsibility to install and maintain the mailbox. Only mailboxes approved by the BDD or the Association may be used to replace any mailboxes which are initially installed. All mailboxes must be of the same design, material, and paint color as approved by the Review Committee.

3.24 Grade Elevation. The minimum finished grade elevation of any residence or permanent structure constructed in Renwick Subdivision shall not be less than one foot above the highest point of the street centerline fronting the property, except lots fronting on Fairview Drive shall be not less than one foot above the top of the closest storm sewer catch basin. The digging of dirt or the removal of any dirt from any lot is prohibited, except as necessary in conjunction with landscaping, drainage, or construction of improvements thereon. No site shall be so modified as to cause drainage to adversely impact adjacent or neighboring properties.

3.25 New Construction. Construction of new buildings only shall be permitted. The moving of any existing buildings onto a lot and remodeling or converting same into a dwelling is prohibited.

4.1 Land Use. Residences In Renwick Subdivision shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind, for schools, churches, assembly halls, or fraternity houses. No trailer, basement, shack, garage, barn, or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided In Section 3.4 above.

4.2 Animals. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not 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. Household pets shall not be bred or maintained for any commercial purpose and shall not be allowed should they become an annoyance or hazard to the neighborhood.

4.3 Nuisance/Trash Prohibited. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, used appliances, or other waste. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects. No noxious or offensive activity, including loud music, shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.4 Mobile Homes/Recreational Vehicles. The keeping of a mobile home, either with or without wheels, on any parcel of property covered by these restrictions is prohibited. A motorboat, other similar waterborne vehicle (including jet skis), recreational vehicle (RV), utility

trailer or other similar vehicle may be parked, maintained, stored, or kept on any parcel of property covered by these restrictions only if kept from view of the street. If housed within a structure, that structure must be approved by the Review Committee and the location of the structure on the lot must also be approved by the Review Committee in advance of it being built.

4.5 Signs. No sign any kind, except standard real estate signs, contractor signs of no more than five feet square, or political signs no more than two feet square shall be displayed to the public view on or from any subdivision lot without the prior consent of the Review Committee.

4.6 Landscaped/Common Areas. Nothing shall be altered or constructed in or removed from the landscape areas as shown on the final plat. There shall be no storage or obstructions placed or parking on any landscape areas.

4.7 Zoning and Permits. No offensive or unlawful use shall be made of the subdivision properties. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification is enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.8 Lawn and Vacant Lot Maintenance. Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, sidewalk, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of maintenance and repairs, which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris, and noxious weeds. Weeds and grass in excess of twelve inches (12") in height, measured from ground level, shall be considered a violation of these restrictions. Upon notification; the owner where the violating condition is found to exist shall have ten(10) days to correct, in default of which the Review Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

5.1 Homeowners' association. The Renwick Homeowners' Association, Inc. (the "Association") shall be formed as a Louisiana non profit corporation, which shall provide for the maintenance, preservation and architectural control of the residential lots and commons areas within Renwick Subdivision and enforcement of the Restrictions. The Association shall have the full power of all other nonprofit corporation as defined in Section 201, sub-section 8 of Title 12 of the Louisiana Revised Statutes. The Association's main purpose is to maintain, preserve and improve the residential lots, improvements, and common areas within Renwick Subdivision, including any area that may be brought within the subdivision hereafter.

Every person or entity who is a record owner in any Lot which is subject to the Restrictions and to assessment under said Restriction shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The By-laws shall set forth any additional qualifications for membership. Membership shall be evidenced by entry of each member's name on the membership rolls of the Association. Each lot shall have one vote. All members shall have equal rights and privileges. When more than one (1) person holds an ownership interest in any lot, all such owners shall be Members, and the vote for such lot shall be exercised as the owners of the lot determine, but in no event shall more than one (1) vote be cast with respect to any lot. The affairs of the Association shall be managed by a Board of Directors having not less than five (5) nor more than seven (7) directors, who shall be Members of the Association.

The Board of the Association, on two-thirds (2/3) vote, shall have the authority to fix other assessments, charges and penalties to be levied against lot owners and to administer and enforce any and all provisions of the Restrictions, including these Amended.

5.2 Assessments. The Association has the right to levy against the subdivision lots and collect from each lot owner in Renwick Subdivision an annual assessment in an amount necessary to provide the Association with enforcement of these covenants, restrictions, land ownership conditions, gardening, maintenance and any other services generally undertaken or furnished by private associations of lot owners. The assessment shall be payable to the Association, and only the Association shall be entitled to use the assessment funds for enforcement rights. Any assessment shall be made in writing directed to the lot owner. Failure to pay the assessment within (30) days from the date the notice is given, will act as a lien, privilege and encumbrance in favor of the Association upon the lot and all improvements on the lot and a copy of the lien can

be filed with the St. Mary Parish Clerk of Court. The BDD shall not be responsible for the payment of any assessment against lots owned by the BDD, but the BDD shall have voting rights on lots that are owned by the BDD.

The initial assessment will be \$100.00 per lot, per year and will be assessed against the lot and lot owner at the time of the lot sale. Each year-end (December 31 of each year) maintenance assessment fund balance applicable to lots within Renwick Subdivision shall be capped at a year end fund balance ceiling limit of \$100.00 per lot in Renwick Subdivision. Each annual installment amount will be computed by the Association through its Board of Directors in January of each year and due and payable by the lot owners as of March 1 of each year. The assessment amount shall be computed and adjusted each year, either upward or downward from the initial assessment amount, to conform to the requirement of the ceiling limit for the maintenance assessment year end fund balance. The year end fund balance ceiling limit can only be increased by two-thirds (2/3) vote of all lots located within the subdivision, with the owner of each lot having one vote (e.g. 99 votes to correspond to 99 lots within Renwick Subdivision, Phase 1).

In enforcement of the Restrictions, the Board of the Association may, amongst other remedies, provide a written notice to a Member that the Member is in violation of the Restrictions and in the event the violation(s) is not corrected within thirty (30) days of the written notice, levy an additional assessment of \$25.00 per month against the Member, until the violation is remedied. For every month a Member is in violation of the Restrictions after the third month from written notice of violation, an additional assessment of \$100.00 per month may be assessed against the Member, until the violation is remedied.

The lien and privilege for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien nor relieve such lot for liability for any assessments thereafter becoming due or from the lien and privilege thereof, nor shall it relieve the personal obligation of the owner of such property at the time when the assessment became due. The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the state of assessments on a lot is binding upon the Association as of the date of its issuance.

5.3 Delinquent Assessments. All assessments shall bear interest at the rate twelve percent (12%) per year. Any property owner who fails to pay an assessment timely shall be responsible for all costs and attorney's fees incurred by the Board of Directors of the Association in enforcing the assessment. In the event the payment of the assessment is not timely made the Association may take necessary legal action to enforce collection of the assessment and recognition of the lien, privilege and encumbrance. All attorney fees and costs incurred by the Association shall also operate as a lien, privilege or encumbrance against the property.

6.1 Terms of Restrictions. These restrictions are to run with the land and shall be binding on all subdivision properties and property owners for a period of twenty-five (25) years from this date. The restrictions shall be automatically extended for unlimited successive periods of ten (10) years each, unless changed, in whole or in part, by written consent of the majority of the then owners of the lots in said subdivision. Any restrictions not changed or amended, shall remain in full force and effect.

6.2 Enforcement. These restrictions may be enforced by:

- (a) Any owner of a lot in the subdivision,
- (b) The BDD, and/or
- (c) The Board of the Association.

Failure to enforce any violation of the restrictions shall not be deemed a waiver of the right to enforce a subsequent violation.

6.3 Invalidation. Invalidation of any one of these restrictions, or part thereof, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

7.1 Amendments. The Board of the Association may in its discretion, and upon assent of two-thirds of its members, amend this Act of Restrictions for Renwick Subdivision, revise or adopt

new restrictions. The Board of the Association may add additional lots and additional filings to Renwick Subdivision, and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of St. Mary Parish, State of Louisiana. Upon the filing of an amendment, to 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 Renwick Subdivision and shall be fully enforceable by each lot owner in the subdivision and the Board of the Association.

7.2 Additional authority to BDD. In the event that the Association ceases to exist as a non-profit corporation for a period in excess of 12 months or any time after it is dissolved by notarial or judicial act ("termination of the Association"), then in such an event, the BDD may assume the authority of the Association described herein; including but not limited to the right to amend this Act of Restrictions one or more times, to add additional lots and additional filings to Renwick Subdivision, and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions. Any such assumption of authority by the BDD after termination of the Association shall be evidenced and effective when filed statement of such assumption is filed for registry in the official records of St. Mary Parish, State of Louisiana.

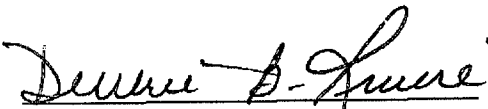
THUS DONE AND PASSED BEFORE ME, in Berwick, Louisiana, on the 17 day of May, 2010, in the presence of the undersigned competent witnesses, residing in the Parish of St. Mary, after due reading of the whole.

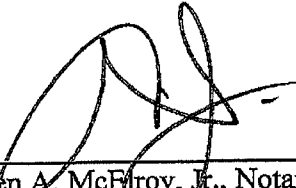
WITNESSES:

BERWICK DEVELOPMENT DISTRICT


Print Name: Sara M. Kidd

By: 
Alvin Willis, Chairman


Print Name; Debbie B. Rivere


Allen A. McElroy, Jr., Notary Public
I.D. No. 13823