



ACT OF RESTRICTIONS FOR STANWICK PLACE SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

0815 8477 0051 10439

BE IT KNOWN that on this 17th day of September, 1993, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

SAMUEL BYER, INC., a Louisiana corporation ("Byer") and CRG, Inc. Defined Benefit Trust ("CRG") having a principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, herein represented by Samuel Byer, duly appointed agent (hereinafter referred to as the "Developer")

who did depose and say that Developer is the owner of the following real property to wit:

31 lots or parcels of ground, together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as Stanwick Place and being more particularly designated according to the "Final Plat of Stanwick Place (being a resubdivision of Lots 97 through 105 and 112 through 113, Bluebonnet Ridge Subdivision, First Filing), located in Section 70, T-8-S, R-1-W, Greensburg Land District, East Baton Rouge Parish, Louisiana" made by R. James Tatum, P.E., P.L.S., dated September 15, 1993, which plat was filed of record on September 17, 1993, as Original 37, Bundle 10439, in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, said lots having the measurements and dimensions and being subject to those servitudes and building setback lines as shown on the above described subdivision map (the "Property").

The Developer hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1.
DEFINITIONS

1.1 "Property" or "Properties" shall mean and refer to that certain real property described above or together with such additional real property as may by subsequent amendment be added to and subjected to this Act of Restrictions. For example, Developer may develop additional filings of Stanwick Place which will be subject to this Act of Restrictions by amendment.

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.

1.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows: None.

1.4 "Developer" shall mean and refer to Samuel Byer, Inc. and CRG, Inc., Defined Benefit Trust 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 Developer, 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 "Stanwick Place" or "Subdivision". The entire Stanwick Place Subdivision, including all Filings currently included or added by amendment at later dates.

1.7 "Restrictions" shall mean the entire body of this document entitled "Act of Restrictions for Stanwick Place Subdivision".

1.8 "Association" shall mean the Stanwick Place Homeowners Association.

1.9 "Committee" shall mean the Architectural Control Committee for Stanwick Place Subdivision.

1.10 "Zero Lot Line" shall mean that property line for each Lot designated as such on the Final Plat of Stanwick filed in the official records of East Baton Rouge Parish, Louisiana, which is the line on which a house on the Lot can be constructed (without building setback).

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, servitudes, 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 Developer 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) servitudes 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 the Owner of a Lot in favor of the Owners of 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 Stanwick Place Subdivision ("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.

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 Developer does hereby establish and designate the Architectural Control Committee of Stanwick Place Subdivision ("the Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of a majority of all the Owners. However, until at least one hundred percent (100%) of the Lots in all existing and/or planned filings in Stanwick Place Subdivision have been built, completed, and transferred to Owners who will occupy the homes as their principal residences (unless the Initial Committee previously resigns without designation of a designee or successor), the Committee shall consist of three (3) members composed of a designee of Byer, a designee of CRG and a designee jointly appointed by Byer and CRG (the "Initial Committee"). The Developer may voluntarily relinquish control of the Committee to the Stanwick Place Homeowners Association (after it is formed), at any time it may choose.

3.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, workshops, storage buildings, playhouses and other significant structures or improvements. No work may commence on any Lot until the approval of such plans 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. Such Plans shall be considered as submitted for approval only when they have been delivered to any Committee member. The following must be submitted:

- A. A copy of the plans or drawings and specifications which show all exterior and interior 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 in detail.

3.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within fifteen (15) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within fifteen (15) days of submission shall constitute approval thereof. If construction is not commenced within four (4) months from the date of approval of the plans, 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 development. 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 or guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed plan or other matter for any reason set forth in these restrictions and covenants.

3.6 Finality of Decision. The decisions of the Committee shall be in their sole discretion and shall be final, binding and nonappealable.

3.7 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, including a reduction of the

required square footage not to exceed ten percent. Any plans on which waivers or deviations are approved must be signed by all members of the Committee.

3.8 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including counsel 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.

3.9 Landscaping. Prior to 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) Some beds and or planting along any side of the house facing a street.

Any Lot Owner who does not complete said landscaping prior to the Landscape Completion Date shall pay a fine of \$200 to the Developer (or the Association if formed) for each thirty (30) day period the landscaping is delayed beyond the Landscape Completion Date. The Developer (or the Association if formed) shall have lien rights to enforce payment of such fine.

3.10 Completion of Improvements Prior to a Lot Owner obtaining a Certificate of Occupancy from the Department of Public Works of East Baton Rouge Parish 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 Developer (or the Association if formed) for each thirty (30) day period of Noncompliance beyond the Fine Date. The Developer (or Association if formed) shall have lien rights to enforce payment of such fine. If no notice of Noncompliance is sent 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.

RESTRICTIONS

4.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory 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. R.S. 28:477 or "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), 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 Resubdivision of Lots. No resubdivision 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.

4.3 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.

4.4 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. These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios and overhanging eaves. For single story or two-story houses, the minimum heated and cooled area shall be 2,000 square feet.

4.5 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 opposite Zero Lot Line boundary, except as may otherwise be shown on the official Final Plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat and in accordance with the Subdivision Regulations and Zoning Ordinances of East Baton Rouge Parish, Louisiana in effect on the date of these Restrictions.

4.6 Car Storage. Each house built on a lot shall have a fully enclosed garage with a closing garage door (electrically operated), which garage shall accommodate not less than two or more than three cars. Except for corner lots, garages shall be located on the front half of the lot and may load from the front or side. Garages on corner lots can be located anywhere where approved by the Architectural Control Committee.

4.7 Configuration on Lot. Any house built on any corner lot in the Subdivision can face either street front. All other houses must face the street on which they border.

4.8 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.

4.9 Servitudes and Rights-of-Way. Servitudes and rights-of-way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat for Stanwick Place Subdivision are dedicated to the perpetual use of the public for such purposes. Servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein. Further on the side of the lot opposite its Zero Lot Line, there is a five (5) foot servitude available for use by the lot owner of the adjacent lot (and his designees) for maintenance of his home, walls and fences. There is a servitude of the rear of each Lot which contains among other things, a drainage system which is the responsibility of each Lot owner to maintain on his Lot. Each other Lot owner (or his designee), however, shall have access to the servitude to the extent required to assist in maintenance of this private drainage system.

4.10 Single Residence. No trailer, basement, shack, garage, garage apartment, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants for, or family members of, the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.

4.11 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.

4.12 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the construction period of a residence thereon.

4.13 Lot Maintenance. The Lot Owner of each Lot 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 monthly by the Developer (or its designee or the Association if formed) and the Owner of such Lot shall be billed \$30 per mowing.

4.14 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 East Baton Rouge Health Unit.

4.15 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 neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices 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 Developer (or its designee) may have a construction and/or sales office in the Subdivision.

4.16 Signs. No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (all not exceeding six square feet in size), shall be displayed on any Lot. The Developer is excepted from this restriction.

4.17 Fences. No fence or wall shall be constructed nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences and concrete block fences (not covered by stucco) are prohibited. Any wood fence which faces any street shall be constructed so that the posts and support timbers are not visible from the street. Wooden fences shall be made of cedar, cypress, redwood or other natural material of similar appearance if approved by the Committee prior to commencement of construction.

4.18 Satellite Dishes. No satellite dishes shall be allowed without the prior written approval of the Committee.

4.19 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Stanwick Place 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 an Stanwick Place Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner.

4.20 Parking, Trailers and RV's. No cars of residents of a house on any lot and no house trailers, recreational vehicles, trailers, school buses, boats, motor homes, or trucks or other vehicles 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 (front or side) contiguous to the Lot.

4.21 Antennas, Outside Lighting and Outside Sound. No outside television antennas, radio antennas, or similar structures or devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front extension of the residence or garage on any Lot. Construction, location and maintenance and operation 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.

4.22 Fireplace Flues. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick or stucco. All fireplaces must have a chimney cap made of brick, anodized aluminum, copper or other material that may be previously approved by the Committee in writing.

4.23 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 obnoxious odors, insects and rodents.

5.

HOMEOWNERS ASSOCIATION

5.1 Organization. The Stanwick Place Homeowners Association (the "Association") may only be formed by the Developer and shall be formed by the Developer when one hundred (100%) percent of all lots, either developed or proposed by the Developer to be added to the Property, are sold to Owners other than Developer. Only the Developer may form the Association and there shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

5.2 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 Developer, 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 Lot.

5.3 Responsibilities. It will be the responsibility 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. Provide maintenance of the Subdivision entrance, the Subdivision sign, the private drainage system at the rear of the Lots and any other areas or items so approved by the Association.
- E. Act in any other capacity or matter approved by a vote of the majority of the Owners.

6.

ASSESSMENTS, MEETINGS AND VOTING

6.1 Creation of the Lien and Personal Obligation for Assessments and Dues. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association annual and special assessments, dues or charges, only to be established and collected as provided in these Restrictions. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

6.2 Purpose of Assessments and Dues. The assessments and dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, for security of the Subdivision, and for the maintenance of the Subdivision entrance and sign, and any other areas or items so approved by the Association.

6.3 Establishment of Assessments and Dues. The assessments and/or dues shall be established by an affirmative vote of a majority of the votes of Owners at a duly called meeting of the Owners at which a quorum is present.

6.4 Notice and Quorums for Meetings. Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all Owners not less than 15 days nor more than 30 days in advance of the meeting. A quorum shall be 51% of the owners. If a quorum is not present at a duly called meeting, the Board of Directors of the Association shall select a new date for the meeting and notice shall be given for the same in the same method set forth above in this paragraph. At the second designated meeting, business may be conducted by the Owners there present, which shall

constitute a quorum. Dues and assessments and other business can be established and adopted by a vote of 51% of all votes present at a meeting duly called at which a quorum is present.

6.5 Assessment Rate. Both annual and special assessments shall be fixed at a rate of (25%) for unoccupied Lots and 100% for occupied Lots and may be collected on a monthly basis, or other basis as approved by the Association.

6.6 Default. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may sue the Owner to pay the same or record and/or foreclose the lien against the defaulting Owner's Lot. In such a case, such Owner shall be responsible for twenty percent (20%) attorney's fees and all costs of court or recording and cancellation charges. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

6.7 Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property or any Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from any liens thereon.

7.

GENERAL PROVISIONS

7.1 Strict Interpretation of Restrictions. These Restrictions, including all obligations, covenants, 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.

7.3 Knowing Violation. 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 in which the violation occurs) of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgement 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.

7.3 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.

7.4 Amendment. Prior to the formation of the Stanwick Place Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the Owners of Lots. After the formation of the Stanwick Place Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, an 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 Developer 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 Developer on the amendment document.

7.5 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.

7.6 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 Developer to prosecute any proceeding at law or in equity against such an Owner, the Association and the person or persons 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 for the issuance thereof, 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 restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

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

THUS DONE AND SIGNED in Baton Rouge, LA, on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

Witnesses:

Lori Woodley
Conne Mckay

SAMUEL BYER, INC.

By: Samuel David Byer
Samuel Byer, President

CRG, INC., DEFINED BENEFIT TRUST

By: E. Hardy Swyers
E. Hardy Swyers, Trustee

[Signature]
Notary Public

ORIG 893 BNDL 10439

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1993 SEPT 22 AM 08:37:50
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY [Signature]
DEPUTY CLERK & RECORDER

**FIRST AMENDMENT TO THE ACT OF RESTRICTIONS OF
STANWICK PLACE SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF LOUISIANA**

BE IT KNOWN that on this 4th day of April, 1994, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

SAMUEL BYER, INC., a Louisiana corporation ("Byer") and CRG, Inc. Defined Benefit Plan and Trust ("CRG") having a principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, herein represented by Samuel Byer, duly appointed agent (hereinafter referred to as the "Byer/CRG"), and

MAISON PROPERTIES I PARTNERSHIP, a Louisiana partnership having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, herein represented by M. David Treppendahl and E. Hardy Swyers, its duly authorized partners (hereinafter referred to as "Maison Properties"), and

SAMUEL BYER, INC., a Louisiana corporation having its principal place of business is at 3175 McConnell Drive, Baton Rouge, Louisiana 70809, herein represented by Samuel David Byer, its duly authorized President, (hereinafter referred to as "Byer"),

WHEREAS, Byer/CRG executed an Act of Restrictions for STANWICK PLACE SUBDIVISION on September 17, 1993, which was recorded in the official records of East Baton Rouge Parish as Original 893, Bundle 10439, (the "Restrictions") which restrictions affect the following property:

31 lots or parcels of ground, together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as Stanwick Place and being more particularly designated according to the "Final Plat of Stanwick Place, First Filing - Lots 1 thru 15 and Second Filing - Lots 16 thru 31 (being a resubdivision of Lots 97 - 105 and 112 - 113, Bluebonnet Ridge Subdivision, First Filing), located in Section 70, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana" made by R. James Tatum, P.E., P.L.S., dated September 15, 1993, which plat was filed of record on September 17, 1993, as Original 37, Bundle 10439, in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, said lots having the measurements and dimensions and being subject to those servitudes and building setback lines as shown on the above described subdivision map (the "Property").

WHEREAS, Maison Properties is the owner of the following real property:

Lots 38 and 39 of Stanwick Place, 5th Filing together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana in that subdivision known as Stanwick Place and being more particularly designated according to the "Map Showing Resubdivision of Bluebonnet Ridge, First Filing - Lots 114 & 115, Located in Section 70, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana into Stanwick Place, Fifth Filing - Lots 38 & 39 and Bluebonnet Ridge, First Filing - Lot 115-A for Maison Properties I Partnership" made by R. James Tatum, P.E., P.L.S., dated March 31, 1994, which map was filed of record on March 31, 1994 as Original 825, Bundle 10496, in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana said lots having the measurements and dimensions and being subject to those servitudes and building setback lines as shown on the above described map.

WHEREAS, Byer is the owner of the following real property:

Lots 32, 33, and 34 of Stanwick Place, Third Filing together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana in that subdivision known as Stanwick Place and being more particularly designated according to the "Map Showing Resubdivision of Bluebonnet Ridge, First Filing - Lots 106 - 108, located in Sections 69 & 70, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana into Stanwick Place, Third Filing - Lots 32 - 34 and Bluebonnet Ridge, First Filing - Lot 108-A for Maison Properties I Partnership" made by R. James Tatum, P.E., P.L.S., dated November 11, 1993, which map was filed of record on November 24, 1993 as Original 136, Bundle 10459, in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana said lots having the measurements and dimensions and being subject to those servitudes and building setback lines as shown on the above described map,

and

Lots 35-A, 36-A, and 37-A of Stanwick Place, Fourth Filing together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana in that subdivision known as Stanwick Place and being more particularly designated according to the "Map Showing Resubdivision of Stanwick Place, Fourth Filing - Lots 35 - 37 and Bluebonnet Ridge, First Filing - Lot 94-A Located in Sections 69 & 70, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana into Stanwick Place, Fourth Filing - Lots 35-A, 36-A & 37-A and Bluebonnet Ridge, First Filing - Lots 94-A-1 for Maison Properties I Partnership" made by R. James Tatum, P.E., P.L.S., dated March 31, 1994, which map was filed of record on March 31, 1994 as Original 827, Bundle 10496, in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana said lots having the measurements and dimensions and being subject to those servitudes and building setback lines as shown on the above described map.

WHEREAS, Byer/CRG, Byer and Maison Properties are owners of all of the land that comprises Stanwick Place Subdivision and they wish to amend the Act of Restrictions for STANWICK PLACE SUBDIVISION;

NOW, THEREFORE, the Act of Restrictions for STANWICK PLACE SUBDIVISION are hereby amended as follows:

1. The Act of Restrictions for STANWICK PLACE SUBDIVISION shall also effect and burden Lots 32, 33, 34, 35-A, 36-A, 37-A, 38 and 39 of STANWICK PLACE SUBDIVISION. The undersigned parties hereby declare that all of the property described above shall be held, sold and conveyed subject to the servitudes, restrictions, reservations, covenants and conditions set forth in the Act of Restrictions for STANWICK PLACE SUBDIVISION which are for the purpose of protecting the value and desirability of all lots in Stanwick Place Subdivision, and which covenants shall run with the property and be binding on all parties having any right, title or interest in any lots of Stanwick Place Subdivision, their heirs, successors and assigns and shall enure to the benefit of each owner thereof.
2. Notwithstanding the provisions of Section 4.4 of the Restrictions to the contrary, the minimum heated and cooled area of any house on each of Lots 38 and 39 of Stanwick Place, Fifth Filing shall be 1,700 square feet.
3. Notwithstanding the provisions of Section 7.4 of the Restrictions to the contrary, no amendment may be made to the restrictions which would allow commercial activities on any of the lots in Stanwick Place Subdivision.
4. Except as amended hereby (and by prior amendments to the Act of Restrictions), the Act of Restrictions of Stanwick Place Subdivision remain the same and in full force and effect.

THUS EXECUTED in Baton Rouge, Louisiana on the date first above written in the presence of the undersigned witness and me, notary, after a due reading of the whole.

Witnesses:

Eileen Chaplain
Debra DeLoach

SAMUEL BYER, INC.

By: Samuel Byer
Samuel Byer, President

~~FRUST~~

CRG, INC., DEFINED BENEFIT PLAN AND
Trust

By: E Hardy Swyers
E. Hardy Swyers, Trustee

MAISON PROPERTIES I PARTNERSHIP

By: M. David Treppendahl
M. David Treppendahl, Partner

By: E Hardy Swyers
E. Hardy Swyers, Partner

Randy P. D
Notary Public

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1994 APR 05 PM 01:12:13
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY D. J. [Signature]
DEPUTY CLERK & RECORDER