

Livingston Parish Recording Page

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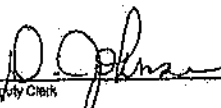
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BY: GREENBRIER INVESTMENTS, LLC
FOR: VILLAGE MAISON SUBDIVISION

BE IT KNOWN, that on this 30th day of May, 2007.

BEFORE ME, Martha L. Jumohville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Greenbrier Investments, LLC, a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by its duly authorized Manager, duly authorized to appear and act herein, by virtue of the provisions of the Unanimous Consent of Membership and Authorization on file with the Clerk of Court, Livingston Parish ad COB 908, page 906, the mailing address of which is declared to be 73126 John Drive, Abita Springs, Louisiana 70428 (hereinafter referred to as "Developer").

WHICH DEVELOPER DECLARED, that Developer is the record owner of a portion of ground located in Section 36, Township 6 South, Range 3 East, Livingston Parish, Louisiana, being a parcel containing approximately 4.803 acres of land, on which 44 residential "townhouse" lots have been developed as a subdivision, known as Village Maison Subdivision. Lots are described in accordance with the plat and survey prepared by McLin & Associates, Inc. Developer ratifies and confirms any dedications and certifications made on the plat which has been or is in process of being filed with the Clerk of Court. The full legal description of the parcels on which the lots are located is parcels J V-2, J V-4 and that portion of the original J V-3 not included within J V-3A, all as is shown on said recorded plat. It is understood that J V-3A is not included herein. The survey and "Final Plat" of McLin & Associates, Inc. dated August 11, 2006 (revised thereafter if applicable) is made a part hereof and incorporated herein by reference.

AND WHICH DEVELOPER DECLARED, that it desires to submit all 44 lots (1-44) to certain deed restrictions and covenants in order to provide for the preservation of values and in the subdivision, and

in order to accomplish this end it is necessary that these deed restrictions and covenants be placed of record.

NOW THEREFORE, the Developer hereby declares that all 44 lots in Village Maison Subdivision, shall be and are held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations and rights as hereinafter set forth, all of which are declared to be in aid of an overall plan for the development and improvement of the Property. These Deed Restrictions and Covenants shall be deemed to run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements or any portion thereof.

COVENANTS, DEED RESTRICTIONS AND OBLIGATIONS

FOR VILLAGE MAISON SUBDIVISION

I. DEFINITIONS

1. Architectural Committee - Shall mean and refer to Village Maison Architectural Control Committee authorized and provided for hereinafter (ACC).

2. Developer - Shall mean Greenbrier Investments, LLC, its successors or assigns.

3. Lot - Shall mean each of the 44 subdivided parcels of real property designated for residential construction and private ownership as shown on the any recorded plat.

4. Rules and Regulations - Shall mean the Rules and Regulations as may be promulgated by the ACC from time to time, governing the rules and standards for construction and the procedures for obtaining necessary prior approval for site preparations and construction, or by the Directors governing implementation of these restrictions and covenants.

5. Association - Shall mean and refer to Village Maison Property Owners Association, (or other similar name) a non-profit corporation owned entirely by all of the property owners of the subdivision herein described.

6. Directors - Shall be the board of directors who administer and run the Association, as set out in the Articles of Incorporation therein. The directors once elected to the office by the Members are intended to be and shall be invested with broad authority interpreting and enforcing these restrictions, setting dues and emergency assessments and management authorization.

II. USE OF PROPERTY

1. All lots in the subdivision are approved for single-family use by the proper Parish authorities. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of Livingston on the date of this instrument.

2. All improvements on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

III. PROHIBITED ACTIVITIES

1. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.

2. Clothes lines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.

3. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the ACC.

4. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home, or other prefabricated trailer, house trailer, or recreational vehicle or other vehicle having once been designed to be moved on wheels, no tents, shacks, barns or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no such trailer, camper, camp truck, junk vehicle, recreational vehicle, motorcycle, boat and/or boat trailer shall be kept on any lot or in the street adjoining any lot in the subdivision. It is provided, however, that this restriction shall not apply to such vehicles, motorcycles, boats and/or trailers, or machinery or equipment enclosed and kept within a garage or behind a fenced or opaque landscaped enclosure approved by ACC.

5. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal, or in violation of these restrictions.

6. No individual water supply systems or sewerage treatment plants or septic tanks shall be permitted, as city water and sewer is available.

7. No trash or junk pile shall be allowed to be placed or to remain anywhere in the subdivision, including vacant lots.

8. No changes in the elevations or drainage of the land, including placement of fill or grading of any lot except changes required to meet government regulations, and required by a governmental agency to assure implementation of the Parish approved drainage plan, shall be made on the property without prior approval of the ACC. Such changes shall in no manner adversely affect or unduly burden any neighboring property, or alter the natural drainage plan. Section IV further addresses natural drainage and prohibits alteration of natural drainage servitudes.

9. All antennas must be of the concealed type installed inside attic space or other enclosure, except as ACC is required to permit under the regulations of Federal Communications Commission. The location of all outdoor antennas must be approved by the ACC. Eighteen (18") inch satellite dishes are allowed only if hidden from sight and installed in a manner and location approved in writing by the ACC.

10. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from

inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

11. No work or construction of any kind can be done on the Property except with the prior approval of the ACC.

12. No owner shall install or cause to be installed any mailbox except as approved by the ACC. The ACC reserves the right to require standardized mailboxes for all lots, which will be supplied by ACC for the cost thereof or purchased from a supplier designated by ACC to assure uniformity, or to designate a central mail delivery area. Every owner may be required to install or cause to be installed an exterior gas lamp, which will be supplied by the gas supplier for the cost thereof and Developer may designate such as the exclusive "street lighting", in all or some phases.

13. No house shall be occupied until and unless there has been installed (and thereafter maintained) at least minimal ornamental landscaping around the front of the house commonly referred to as the "builders landscaping package", and the front yard shall be fully sodded to the street.

IV. EASEMENT OVER LOTS

The Developer shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines over portions of the lots prior to the sale of the lot to the owner occupant. Developer hereby establishes and reserves for its benefit and the benefit of the Association an access servitude for purposes of maintaining, replacing and repairing any perimeter privacy or security fencing installed on lots which form the subdivision boundary. The Developer confirms and establishes all servitudes necessary to provide utility service and facilitate the Parish approved drainage plan for the subdivision as shown on the subdivision plat or created by separate act. As to natural drainage servitudes which exist by operation of law, the opinion of the project engineer, or such other engineer as the ACC shall designate, is stipulated to be controlling as to the existence of natural drainage servitudes, and the Developer and Association are granted access and license to enter any lot and perform such work as necessary in order to assure that the natural drainage is maintained, and if altered by the property owner or his contractor or employee, to assess the cost of restoring or rerouting, if necessary, the natural drainage pattern to that property owner as a special assessment. This method of establishing and maintaining the natural drainage servitude is confirmed and established in recognition of the fact that the natural topography of certain lots may not allow all parts of all lots to follow the parish preferred drainage plan.

* Further, each lot owner is subjected to a servitude in favor of all properties and all owners in the development, 23.5 feet along the front of each lot for the street and other necessary services and utilities as shown on the plat. Developer stipulates that when seventy five (75%) percent of all lots are sold the street will be "gated" and an electric gate will be installed at the entrance to the Development to be maintained by the Association. Drainage ditches have been installed on the north and south boundaries of the subdivision (rear of lots) and must be kept clear of debris.

V. MEMBERSHIP IN THE VILLAGE MAISON PROPERTY OWNERS ASSOCIATION

Any purchaser in this subdivision takes note and acknowledges by purchasing a lot herein that there shall be established a property owners association incorporated as a non-profit corporation, to be known as Village Maison Property Owners Association, Inc. (or some similar name), the membership of which is comprised of all owners of property located in Village Maison

Subdivision.

One membership, carrying with it the privilege of one vote, shall be assigned for each lot in the subdivision. This one lot one vote holds true despite varying lot sizes, square footages, and/or price ranges. A person owning one or more lots shall be entitled to a vote for each lot owned. Owners of a fractional vote shall assign their vote to one person who shall be authorized to vote the lot as a whole. In no event shall any singular lot have more than one vote. The right of each lot to cast one vote may not be varied or diluted thereafter. Voting rights in the Association to be established shall be activated only when 100% of all lots have been sold by Developer, or sooner at Developer's option.

This Association shall implement the provisions of these restrictions, acting through the Board of Directors.

Neither the Developer, the Association, the ACC, the Board of Directors, nor its employees, agents or assigns, shall be liable to any lot owner for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not, (ii) the failure or refusal of any lot owner to comply with any of the provisions hereof, or (iii) the failure or refusal of the Developer, the Association, the Board of Directors, The ACC, to enforce any of the provisions hereof against any lot owner, contractor/builder or agent, successor, or assignee.

VI. ARCHITECTURAL CONTROL AND CONSTRUCTION.

1. Architectural Control. All townhouses shall be initially constructed by the Developer, or its agents or assigns. Thereafter, no structure shall be erected on any lot or elsewhere on the Property by any person, firm or corporation without the prior approval of the Architectural Committee. The plans for the townhouses including Exterior Elevations are annexed hereto and made a part hereof, and in the event of a casualty loss or damage to or destruction of any townhouse(s) the improvements must be reconstructed in conformity with the attached plans and exterior elevations. For purposes of this section, the word "structure" shall be construed most broadly and shall include but not limited to fill, buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennas, (which are allowed outdoors only if required to be permitted by the regulations of the Federal Communications Commission and placed and obscured as permitted by the ACC) storage facilities and any other thing erected or placed on any part of the Property. For purposes of this section, any addition to a present structure shall be considered a structure and shall require architectural approval. There may be a reasonable fee charged to submit plans for approval. In addition to the matter otherwise provided herein, architectural control shall include the approval of a structure's size, structural construction materials, exterior appearance and location on the lot. The architectural control committee has the authority to disapprove structures which it deems not to coincide with the aesthetics of the subdivision. Except for the original architectural committee which is appointed by Developer and shall be composed of 2 or more persons, the architectural control committee shall be composed of 3 persons and shall be known as the ACC. A majority of members must be present for meetings and all matters not approved by a majority vote are denied.

2. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the ACC, unless the committee grants an extension. Construction must be substantially completed within twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the ACC from time to time, and applicable building codes, and in accordance with the plans and specifications

submitted to and approved by the ACC. Any change in plans and specifications during construction from those approved by the ACC shall be resubmitted for specific approval.

3. Disclaimer. Review of plans and specifications by the ACC is for the purpose of assuring the desired aesthetics for the subdivision and the steady quality of construction on the property affected by these restrictions and is not intended nor shall it be construed to be for the benefit of any other party(ies). No party who submits plans and specifications shall have any right or cause of action against the ACC, or any of its members for alleged negligent or intentional failure to advise of any deficiencies or defects therein, it being understood that same is not being monitored, and no such duty is owed.

4. Sign Control. No sign shall be placed on a lot or on the exterior of any building constructed on a lot without prior approval of the ACC, except a sign offering a lot or lots for sale. Such for sale signs may not exceed four (4) square feet. However, a larger sign may be erected by the Developer at a location approved by the ACC. This section does not affect signs announcing the name of the subdivision, which shall be of such size and at such location as the ACC determines appropriate.

5. Despite any provisions to the contrary in any Association rules and guidelines which might be hereafter made, so long as the Developer continues to own any property within Village Maison Subdivision, the Developer has the right to appoint all members to the architectural control committee. This provision may not be amended so long as the Developer continues to own any lot within the subdivision. Thereafter the Board of Directors shall appoint or may opt to serve as the ACC.

6. Authority to Grant Variances. The ACC shall have the exclusive power and authority to grant variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The grant of a variance should be based upon the ACC's opinion that the variance will improve the quality and/or appearance of the project or will alleviate practical difficulties or undue hardship. Such variances as may be presented to the ACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decisions by ACC. Nor shall the grant of a variance in any manner alter the force or effect of the restrictions with regard to other lots. Variances required by law to be granted by the Parish's Board of Adjustments or similar board must be sought directly.

VII. MEMBERS' RIGHT OF ENJOYMENT

Subject to the provisions of these restrictions, and any regulations established by the ACC or the Association, acting through the Board of Directors, every member shall have a right to use and enjoy the property or lot acquired and owned by the said member as the legal owner thereof, subject to the provisions of and restrictions contained in these restrictions and covenants:

(a) The right of the Association, acting through the Board of Directors, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the association if deemed appropriate, and the right to maintain and mortgage any common property which might hereafter be acquired to maintain or improve same.

(b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, to restore natural drainage servitudes disrupted or altered by lot owners, and to prevent unsightly accumulations, and the like from remaining on the property of any member, in violation of these restrictions, and

(c) The right of the Association to suspend the voting rights of any member, for any period during which any assessment made by the association remains unpaid and for any period for an infraction of any of the published rules and regulations of the Association or these restrictions.

VIII. ANNUAL ASSESSMENTS AND CARRYING CHARGES

1. Liability for Assessments. Except for Developer owned property or lots which, at Developer's option, are exempted from assessments in consideration of management duties fulfilled by Developer, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who become a record owner of a lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as "dues" "assessments" or "carrying charges", equal to the member's equal proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses. Each initial purchaser from the Developer shall be liable for all assessments accruing against his lot on or subsequent to the date of closing of the act of transfer of such lot from the Developer. Any purchaser from an individual Owner shall be and agrees by purchasing a lot herein to be liable for all assessments made against such lot but not paid prior to and subsequent to his acquisition. It is purchaser's responsibility to verify dues status at the time of purchase. A purchaser at a judicial sale shall be liable for all assessments against the purchased lot subsequent to the sale and for his share of Common Expenses, which shall include any unpaid Common Expenses or assessments chargeable to the purchased lot. Each lot Owner shall be personally liable to the Association for all sums assessed against his lot for his share of the Common Expenses, and joint owners shall be liable in solido for such assessments. A lot Owner may not relieve himself from liability for his assessed share of the Common Expenses or from other proper assessments by abandonment of his lot. A lot Owner shall not be liable for payment of any assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his lot, but shall remain liable in solido with the transferee of the lot for payment of all previously accrued assessments which were due at the time of transfer of the lot. It is specifically agreed that dues will be determined and collected originally by the Developer and eventually when the Association is incorporated by the Board of Directors elected by the members as set out herein and in the Articles of Incorporation and By-Laws of the Association to be established hereafter. Owners specifically understand and owners consent, contract and agree, by purchasing a lot in this subdivision, that annual dues may be increased by the Developer or later the elected Board of Directors and that special assessments may be levied by a majority vote of the members. Unanimous consent to increase annual dues or levy special assessments is not required. Dues shall include expenses related to, but in no way be limited to, such items as the following:

(a) The cost of all operating, maintenance and repair expenses, expenses for services rendered and reserves as authorized and approved by the Association.

(b) The cost of necessary management and administration,

(c) The cost of any security guard services, or other services rendered at the request of the Association.

(d) The cost of installing and maintaining the entrance gate and maintenance of the entranceway area, any perimeter or boundary fences within the subdivision, and the private street in

the subdivision.

2. Determination of Regular Assessments. The Association (acting through the Board of Directors) by vote shall determine the amount of assessment annually, but may do so at more frequent intervals should circumstances require. The annual assessment may be levied and collected in advance on a monthly, quarterly, semi-annual or annual basis, and pre-payment may be made without penalty. Notices of assessments adopted shall be mailed to all property owners, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that member not notified shall not be subject to any penalty for failure to pay any assessment he has not been notified of. Each lot owner shall pay the proportionate share of the annual assessment. Until the Association is activated, Developer is authorized to approve reasonable annual assessments based upon actual or reasonably anticipated costs and contingencies, and bill for and collect same and will hold same in a separate account as fiduciary for the owners until the association is formed.

3. Special Assessments. The Association has the authority acting through the Board of Directors to make assessments for damages caused by catastrophic events such as tornadoes and hurricanes. In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, approved by fifty one (51%) percent of the members of the Association, at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting, setting forth the purpose of the meeting.

4. Failure to Comply with Restrictions. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Developer or the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:

- i) Such an entry by the Developer or the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
- ii) Prior to entry upon the property, the Developer or Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
- iii) The Developer or Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Developer or Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranges to accomplish the task of rectifying the situation.
- iv) Should the property owner fail to assume his responsibility with regard to grounds and/or facility maintenance within thirty (30) days of receipt of the certified demand letter then the Developer or Association shall have the authority to issue a penalty in the amount of \$100.00 monthly in addition to the actual costs to maintain the grounds and/or building in good

condition and in compliance with these restrictions.

5. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof, which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the member to pay such other penalty or late charge as the Association may fix, not to exceed 25% of the amount due, with a fifty one (51%) percent vote based on all members. All voting rights and rights to use all common amenities (except access streets) are suspended as to owners whose dues or assessments are not timely paid.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the subdivision.

6. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a debt obligation of the lot and the owner(s) of the lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the lot and the owner thereof, as is authorized by and provided for in the La. R.S. 9:1145, et seq. The Developer or Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The party cast in judgment shall pay all reasonable legal fees and court costs.

7. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party at legitimate interest such a mortgage lender holding or intending to acquire a security interest in the property, a certificate in writing signed by an officer of the Association, setting forth the status of the assessment(s), i.e. whether paid or unpaid. Such certificate shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each certificate so delivered, to be paid by the requesting party.

8. Acceleration of Installments. Upon default in the payment of any one or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and declared to be due and payable in full.

9. Additional Default. Any recorded first mortgage secured by a lot in the subdivision may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

IX. INSURANCE AND MAINTENANCE OBLIGATIONS

1. Each owner is responsible to carry at his expense and to provide to the Board of Directors annually, a copy of the declarations page of his insurance policy, naming the Association as an additional insured, fire, hazard, wind, and flood insurance if the property is ever determined to be in a flood zone in which an institutional lender would legally require flood insurance. The policy shall insure replacement value coverage. The Association

shall be named on the policy to assure proper repair or reconstruction as necessary from the proceeds.

2. Each owner shall pay to the Association the pro-rata cost of termite contract to be maintained by the Association on all units.

3. The Board shall require the townhouses be properly maintained and repaired by the individual Owners in order to protect the property values. In cases of Owner neglect, the Board may act to provide compliance by assessments or lien against the Owner. It is the intention that the Owner shall at his/her expense, keep the exterior of his/her townhouse in good order, condition and repair and in a clean and sanitary condition. The Board of Directors can assess owners for periodic refurbishing, repainting and reroofing, as necessary for the entire exterior of all townhouses in the development.

4. No Owner shall cause or permit anything on the outside walls of his/her townhouse, and no sign, awning, canopy, window air conditioning unit, shutter or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior consent of the Board.

X. NECESSARY VOTE OF ASSOCIATION MEMBERS

Unless otherwise specified herein or in the Articles of Incorporation or the By-Laws of the Association to be formed hereafter, any action of the Association which is required to be voted on and approved by the Membership, shall be deemed approved and authorized by a vote of 51% of the members.

XI. NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of the notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered. A vote of fifty one (51%) percent of all owners, whether in attendance or not, is required to approve actions requiring the Members approval, and shall bind all members present or not.

XII. SPECIAL PROVISIONS

1. Approval of Other Construction. The primary improvements will be initially constructed prior to sale as shown on the plans attached hereto and must be rebuilt to the same plans and specification as to any other desired construction. The owner shall submit two (2) sets of plans of any construction of any nature whatsoever to the ACC at the Developer's address given on the first page hereof. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

2. Approved Plans. This development is for uniform townhomes built in accordance with the plans and specifications of Ratcliff Architects, which are attached hereto and made a part hereof. Any repairs or reconstruction to or of said improvements must be in compliance and accordance with said plans. The color scheme shall be changed only upon approval of the ACC no decorations or flags or lighting shall be installed on the outside of any residence except for reasonable and temporary seasonal decorations without the approval of the ACC.

XIII. GENERAL PROVISIONS.

1. Term. Each provision of this act shall continue and remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to the expiration of any expiration period, this act is terminated by recorded instrument signed by the owners of not less than seventy five (75%) percent of the lots of record as of the date of the instrument of termination.

2. Amendments or Repeal. Any provisions contained in this act may be amended or repealed, even if the amendment is more restrictive or burdensome, by the recordation of a written instrument specifying the amendment or the repeal, executed by the owners of seventy five (75%) percent of the lots of record as of the date of the instrument(s). The foregoing notwithstanding, during such time as the Developer or its successor or assigns is the owner of at least one lot, which is subject to the provisions of these restrictions, Developer or its successors or assigns has the authority acting alone to amend the restrictions to the extent deemed necessary and advisable for its legitimate business purpose including amending these restrictions to delete property from the effects hereof. Any person or entity purchasing a lot in this subdivision specifically and contractually consents to these amendment and repeal provisions and relinquishes any right to contest or refuse to comply with any amendment, even those creating restrictions more burdensome or restrictive than initially set out herein, provided the amendments are adopted as set out hereinabove.

3. Effect of Provisions of Act. By filing these restrictions before the sale of any lot in this subdivision, each provision of this act shall be deemed to have been contractually agreed to by all lot owners and deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

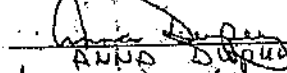
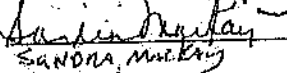
4. Severability. Invalidity or unenforceability of any provision in this act shall not affect the validity or enforceability of any other provision of any valid and enforceable part of this act.

5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.


6. No Waiver. Failure to enforce any of the provisions of this act shall not operate as a waiver of any such provision or any other provision of this act.

IN WITNESS WHEREOF, Developer has executed this instrument on the date set forth in the preamble hereto in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.

WITNESSES:


ANNA DUPUY

SANDRA MUCKEY

GREENBRIER INVESTMENTS, LLC

BY: 
RONALD DENIGER
MEMBER/MANAGER


MARTHA L. JOMONVILLE, NOTARY
La Bred # 7592

OPTIONAL FORM NO. 10, REVISED 10/1/99

Livingston Parish Recording Page

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Received From :
MARTHA L JUMONVILLE

First VENDOR
GREENBRIER INVESTMENTS LLC

First VENDEE
VILLAGE MAISON

Index Type : Conveyances
Type of Document : Correction
Recording Pages : 3

File Number : 648890
Book : 984 Page : 793

Recorded Information

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

On (Recorded Date) : 08/29/2007

At (Recorded Time) : 3:16:52PM



Doc ID - 008862980003

D. Kay
Deputy Clerk



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ACT OF CORRECTION AND
MODIFICATION

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses

PERSONALLY CAME AND APPEARED

MARTHA L. JUMONVILLE, an attorney at law and resident of St. Tammany Parish, Louisiana, mailing address P O Box 2862, Covington, LA 70434

AND WHO DECLARED AS FOLLOWS:

1. She prepared and acted as Notary Public on the execution of Act Creating Deed Restrictions and Covenants placed by Greenbrier Investments, L.L.C. for Village Maison Subdivision, which were recorded with the Clerk of Court, Livingston Parish as COB 973, page 655, File NO. 639804.

2. The provisions of Article XII. 1., currently provide as follows:

XII. SPECIAL PROVISIONS:

1. Approval of Other Construction. The primary improvements will be initially constructed prior to sale as shown on the plans attached hereto and must be rebuilt to the same plans and specification as to any other desired construction. The owner shall submit two (2) sets of plans of any construction of any nature whatsoever to the ACC at the Developer's address given on the first page hereof. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

3. That the underlined section above does not read correctly because it contains inadvertent typographical errors and punctuation errors, and in fact should read, and is hereby and by these presents amended and corrected to read as follows:

XII. SPECIAL PROVISIONS.

1. Approval of Other Construction. The primary improvements will be initially constructed prior to sale as shown on the plans attached hereto and must be rebuilt to the same plans and specifications. As to any other desired construction, the owner shall submit two (2) sets of plans of any construction of any nature whatsoever to the ACC at the Developer's address given on the first page hereof. Once the Developer relinquishes control of the Architectural Control Committee then the plans shall be submitted to the chairman of the committee as identified by the Association president or secretary. One set of plans will be signed as either approved or rejected within a reasonable time period. The signed set will be returned, the other retained for the committee's records. There may be a reasonable fee charged for the review and approval process.

4. Further, the provisions of Articles VI., 1 and XII. 1. and 2 as to the uniform plans required



for construction, state that the said plans and specifications referenced therein were attached to said act at recording. However, the Clerk of Court, Livingston Parish has returned the plans and specifications to appearer and has refused to accept the filing of the said plans and specifications, which are oversized, unless they are reduced to legal size pages. Reducing said plans to legal size would render them illegible and useless. Therefore, the act is modified so as to reflect that the plans and specifications referred to in the Act Creating Deed Restrictions and Covenants will be held in file by me, Notary, and a duplicate held by the Developer/Declarant; either of whom agree to deliver same to the officers of the Association once the Association is turned over to the owners, whenever called upon to do so.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses after reading the whole and for the purpose stated herein this ~~27th~~ day of August, 2007, Covington, LA.

WITNESSES:

Kerri B. Simon
KERRI B. SIMON

Anna Dupuy
ANNA DUPUY

M. L. J. J. J.
MARTHA L. JIMONVILLE

Sandra Mackay
SANDRA MACKAY
NOTARY PUBLIC
Notary # 33229

notofunction1

File# 05,0145

Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
MARTHA L JUMONVILLE

First VENDOR
VILLAGE MAISON

First VENDEE
VILLAGE MAISON

Index Type : Conveyances
Type of Document : Conveyances - General
Recording Pages : 7

File Number : 662508

Book : 1001 Page : 266

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
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At (Recorded Time) : 8:16:32AM



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ACT OF AMENDMENT
TO ACT CREATING
DEED RESTRICTIONS
AND COVENANTS INCLUDING
DEDICATION OF SERVITUDE

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BY: GREENBRIER INVESTMENTS, LLC
FOR: VILLAGE MAISON SUBDIVISION

BE IT KNOWN, that on this 18th day of February, 2008.

BEFORE ME, Martha L. Jumonville, Notary, in the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

GREENBRIER INVESTMENTS, LLC, a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by its duly authorized Manager, duly authorized to appear and act herein, by virtue of the provisions of the Unanimous Consent of Membership and Authorization on file with the Clerk of Court, Livingston Parish at COB 908, page 906, the mailing address of which is declared to be 73126 John Drive, Abita Springs, Louisiana 70428 (hereinafter referred to as "Developer").
655.

WHICH DEVELOPER DECLARED, that it is the record owner of a portion of ground located in Section 36, Township 6 South, Range 3 East, Town of Walker, Livingston Parish, Louisiana, on which 43 (originally 44 now 43) residential "townhouse" lots were developed as a subdivision, known as Village Maison Subdivision. Said lots were developed in accordance with the plat and survey prepared by McLin & Associates, Inc. which was approved by the appropriate Town of Walker authorities and thereafter recorded with the Clerk of Court, Livingston Parish, on May 22, 2007 as Plat Book 57, page 430. Thereafter, on May 30, 2007, Developer executed an Act Creating Deed Restrictions and Covenants for Village Maison Subdivision which were recorded with the Clerk of Court, Livingston



Parish on June 1, 2007 as COB 973, Page 655. Said document is referred to as the "restrictions".

AND WHO DECLARED, that in accordance with the provisions of Article XIII, 2 of said act, pertaining to amendments thereof, Developer retained the right and authority, acting alone, to amend the restrictions, including the right to delete property from the effects thereof, so long as Developer owns one lot in the development. Developer continues to own numerous lots in Village Maision and avails itself of the right to amend the restrictions.

AND NOW DEVELOPER DECLARED that it does hereby and by these presents amend the Act Creating Deed Restrictions And Covenants referenced above in the following respects, and except for the amendments herein, and the Correction and Modification recorded to account for the refusal of the Clerk of Court, Livingston Parish to accept for filing the exclusive building plans referenced in and sent for filing as a part of the original filing, by act executed August 27, 2007, recorded August 29, 2007 as COB 984, page 793, the restrictions remain in full force as originally executed.

AND NOW TO THAT END, Developer does hereby implement the following amendments to said restrictions.

1. Lot 1 Village Maision has been rezoned to commercial use and by resubdivision maps approved by the Town of Walker and recorded with the Clerk of Court, Livingston Parish, as Plat Book 58, page 421 and Plat Book 58, page 497, Lot 1 has now been combined with the commercial parcel west of the original Lot 1. Consequently, the said Lot 1 has been legally and is hereby and by these presents omitted and deleted from Village Maision Subdivision, and released from all effects of the residential restrictions recorded as recited hereinabove.
2. Developer further amends the restrictions to provide that Lots 2 and 3 of Village Maision Subdivision are hereby

dedicated for use as guest parking areas and common area, such that no residential housing shall be constructed on either lot, but said lots will be used exclusively by owners' guests for parking and common area and the Board of Directors of the property owner's association has the complete jurisdiction over said lots to enact and promulgate reasonable rules for the use of said area. The area shall not be used for owners' vehicles, storage or parking of boats, campers or other such items, but only for parking of owners' guests vehicles in reasonable numbers and for a reasonable duration. Developer has the right, but not the obligation, to hereafter designate lots 29 and 30 for the same or a similar use at a future date. Lots 2 and 3 and if later similarly designated for parking/common areas, Lots 29 and/or 30, will be transferred to the Village Maison Property Owners by Developer at such time as Developer deems appropriate and will be regulated and maintained by said Association acting through the Board of Directors. In order to clarify the parking rules for Village Maison, each owner is allocated two (2) parking spaces per lot on each lot and no owner, guest, employee, or any other person is allowed to park on any street, curb, or sidewalk and the guests (including employees) must use either one of the two (2) owner spaces or the guest parking area.

3. Village Maison Subdivision is linked to Walker South Road by a street constructed upon the area shown on all recorded subdivision maps as "Exist. 30' All Purpose Servitude". This area affords vehicular and pedestrian access and access for most or all utilities serving and servicing Village Maison Subdivision, hence its description on all recorded plats as "All Purpose Servitude". All plats of record contained a public dedication clause which states "The Streets and Rights of Way shown hereon, if not previously dedicated are hereby dedicated to the perpetual

use of the public for proper purposes. All areas shown as servitudes are granted to the public for use of utilities, drainage, sewage removal or other proper purpose for the general use of the public". Despite said dedication language on all plats of record, the Town of Walker takes the position that the "Exist. 30' All Purpose Servitude " is not public but private. Developer is the record owner of said parcel of ground subject to said servitude shown and declares herein and hereby that it was the intention that this servitude area be used by and dedicated to the use of all lots in Village Maison Subdivision and also the parcel(s) owned by Developer between the west boundary of Lot 2 Village Maison Subdivision and Walker South Road. In light of the fact that the Town of Walker takes the position that the public dedication on all plats of record is not effective, the Developer does hereby and by these presents establish and dedicate a non-exclusive predial and perpetual servitude for passage, access and for all utilities, over and across the area depicted on various plats of record as "Exist. 30' All Purpose Servitude" ("Servient Estate") in favor of all lots in Village Maison Subdivision and in favor of all property owned by Developer between the western boundary of Lot 2 and Walker South Road (collectively, "Dominant Estates"). To the extent applicable, as all of the Servient Estate and some of the Dominant Estates are owned by Developer, the servitude is established by destination in accordance with the applicable provisions of the Louisiana Civil Code. The servitude area shall be conveyed to The Village Maison Property Owners Association at such time as Developer deems appropriate and, once conveyed to the association, all normal maintenance on said road shall be the responsibility of said association. However, should an owner, guest, invitee or employee or any other entity or party using the Servient Estate at the direction or with the permission of

any owner of a Dominant Estate, damage or destroy the road or any utility lines in the use thereof, that owner shall be liable and responsible for the repairs exclusively, and failure to make such repairs within a reasonable time shall render said owner liable to reimburse the Village Maison Property Owners Association for costs and expenses to make the repairs, should the Association elect to make said repairs. Any legal fees and/or court costs expended in enforcing the obligation to make or to obtain reimbursement for such extraordinary repairs, including reasonable attorney fees, shall be borne by and assessed to the owner who falls in this responsibility. All beneficiaries of the servitude do indemnify and hold the others harmless from any and all claims of liability in connection with injury damage to person or property made by those who use the Servient Estate at their invitation or direction or for their benefit.

4. The provisions of Section IV, second paragraph of the restrictions establishes the mutual reciprocal servitude over and across the front 23.5 feet of each lot within Village Maison Subdivision. This servitude width represents half of a "30' All Purpose Servitude" and "8.5' additional all purpose servitude". In truth and in fact the 23.5 foot servitude is correct as to all lots within Village Maison except lots 2, 3 and 4 which go all the way across the servitude area rather than only to the mid point, and are actually subjected to a servitude 38.5 feet wide along the front of those lots only. Developer amends Section IV, second paragraph to provide that Lots 2, 3 and 4 are subjected to a 38.5 foot servitude along the front of those lots rather than the 23.5 foot servitude applicable to all other lots.
5. In recognition of the fact that the Village Maison Property Owners Association will now own common property (guest parking and common areas and the access road or

drive linking the subdivision to Walker South Road) the provisions of Section V. of the restrictions, which did not address any common property, is amended to provide that the Association will now own common property and is empowered with all authority to own same and the Board of Directors is empowered to assess and contract for the maintenance, preservation, insurances and any other costs reasonably necessary to own and maintain and insure same, including liability insurance deemed reasonable, prudent and necessary by the Board of Directors of the Association. To the extent necessary, the provisions of Section VIII of the restrictions are modified and amended to allow for assessments to be approved, levied and collected for the additional costs attributable to the ownership of common property of the Association.

In all other respects, the Restrictions remain as originally executed and recorded.

THUS DONE AND PASSED, on date set out in the preamble, in the presence of the undersigned competent witnesses and me, Notary, Covington, LA.

WITNESSES:
Anna Dupuy
ANNA DUPUY
Sandra MacRay
SANDRA MACRAY

GREENBRIER INVESTMENTS, L.L.C.
BY: Ronald Deniger
RONALD DENIGER, MEMBER/MANAGER

M. L. Jomonville
MARTHA L. JOMONVILLE
NOTARY PUBLIC
LA BAR# 7592

GREENBRIER RESTRICTIONS, AMENDMENT

Livingston Parish Recording Page

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Received From :
ROSENBERG & CLARK LLC
400 POYDRAS ST., STE 1680
NEW ORLEANS, LA 70130

First VENDOR

R&B INVESTMENT HOLDINGS LLC

First VENDEE

R&B INVESTMENT HOLDINGS LLC

Index Type : Conveyances

File Number : 901399

Type of Document : Amendment

Book : 1291 Page : 864

Recording Pages : 4

Recorded Information

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

On (Recorded Date) : 06/23/2017

At (Recorded Time) : 10:23:09AM



Doc ID - 012382320004



CLERK OF COURT
THOMAS L. SULLIVAN JR.
Parish of Livingston
I certify that this is a true copy of the attached document that was filed for registry and Recorded 06/23/2017 at 10:23:09
Recorded in Book 1291 Page 864
File Number 901399

[Signature]
Deputy Clerk

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**SECOND AMENDMENT TO ACT CREATING
DEED RESTRICTIONS AND COVENANTS**

**STATE OF LOUISIANA
PARISH OF ORLEANS**

BE IT KNOWN THAT ON THIS 1st day of June, 2017.

BEFORE ME, the undersigned Notary Public, in and for the Parish of ORLEANS State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

WHEREAS, R & B Investment Holdings LLC, (successor to Greenbrier Investments, LLC) is a limited liability company organized under the laws of the State of Louisiana, domiciled and doing business in St. Tammany Parish, Louisiana, herein represented by its duly authorized Manager, Robert Benjamin Laville (hereinafter referred to as "Developer"); and

WHEREAS, Developer is the record owner of Lots 2 through 40 and 43, Village Maison Subdivision, Livingston Parish, Louisiana and Lots 41, 42 and 44 are owned by third parties (collectively, the "Lots"); and

WHEREAS on May 30, 2007, Developer's predecessor in title executed certain restrictions and covenants which were recorded in COB 973 page 655, Instrument No. 639804, and an Act of Correction and Modification was executed August 27, 2007 recorded in COB 984 page 793, Instrument No. 638890, and an Act of Amendment to Act Creating Deed Restrictions and Covenant including Dedication of Servitude was executed on February 18, 2008 and recorded in COB 1001 page 256, Instrument No. 662508 of the conveyance records of Livingston Parish, Louisiana subjecting all of the Lots to said restrictions and covenants. (the "Restrictions"); and

WHEREAS, Developer wishes to amend the Restrictions and pursuant authority in Section XIII, #2 and to its greater than 51% ownership interest, it has the authority to do so per the terms of the Restrictions.

NOW THEREFORE, Developer does hereby amend the Restrictions in the following respects:

Section I. Definitions

2. Developer- Shall mean R & B Investment Holdings LLC, its successors and assigns
3. Lot- Shall mean each of lots 2 through 44 of real property designated for residential ownership and rental and common areas.
7. HUD- Shall mean the Department of Housing and Urban Development

Section II. Use of Property is hereby amended as follows:

1. All lots/houses in the subdivision are approved for single-family use, including use as rental houses. The lots shall be subjected to no other use than those allowed under the zoning ordinance of the Parish of Livingston.

Section VIII. Annual Assessments and Carrying Charges.

4. Failure to Comply with Restrictions. Should any property owner fail to properly maintain its property, grounds and/or facilities, or in any manner allow same to become detrimental to the aesthetic scheme of the subdivision, the Developer, its agents, employees and contractors (or the Association when activated) shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. Should this occur:

- i) Such entry by Developer, its agent employees and contractors (or the Association when activated) upon the property shall not be deemed as trespassing.

ii) Prior to entry upon the property, the Developer, its agents, employees and contractor (or the Association when activated) shall give written notice to the property owner by certified mail, and that failure of the owner to comply and remedy the deficiencies complained of within five (5) days of receipt of demand will result in the Developer's, its agent employees and contractors (or the Association when activated) entry upon the property to remedy the deficiencies.

iii) The Developer, its agents, employees and contractors (or the Association when activated) shall assess the property owner for the full costs of such work performed to remedy the situation. The Developer, its agents, employees and contractors (or the Association when activated) shall have the right to continue taking such corrective actions from time to time to accomplish the task of rectifying the situation.

iv) Developer (or the Association when activated) shall have the authority to assess a penalty in the amount of \$100.00 per month, if the owner does not take corrective action within a thirty (30) day period from receipt of the certified demand.

5. Non-payment of Due and Assessments. Any association dues, any assessment levied pursuant to the act by the Developer, its agent employees and contractors (or the Association when activated), or any installment thereof which has not been paid within fifteen (15) days of the due date, shall be considered delinquent and will thereby be assessed with interest at the rate of twelve (12%) percent per annum from the due date until paid, as well as late charges and penalties as the Developer (or the Association when activated) may deem appropriate, not to exceed twenty-five (25%) percent of the total amount due. In the event the owner's account is placed in the hands of an attorney for collection, the owner shall be required to pay reasonable attorney's fees, plus any and all applicable costs of collection and court costs.

All voting rights and rights to use any and all common amenities (except access streets) will be suspended until all outstanding dues and fees are paid in full.

The Developer (or the Association when activated) reserves the right to post a list of owners whom are delinquent in the payment of any due or assessments in a prominent location within the subdivision.

Section XII. Special Provisions. We hereby add the following:

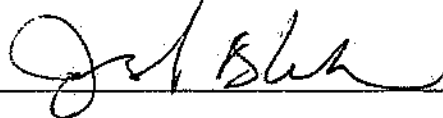
3. Developer Control. Notwithstanding any provisions contained herein, as long as Developer owns any of the Lots, the Board of Directors of the Association and the Architectural Committee shall not be activated. During that time, Developer shall act for the Association and the Architectural Committee in all respects.
4. Until such time as the loan from Capital One Multifamily Finance LLC, which is insured by the HUD, (the "Loan") is paid in full, (i) Developer shall not sell any Lot without the prior written approval of HUD and (ii) in the event of any conflict between the terms of the restrictions and the terms of the Regulatory Agreement executed with HUD, the latter shall prevail.
5. At such time as the Loan is paid in full and Developer has sold seventy-five (75%) of the Lots, the Association and Architectural Committee will be activated.
6. Each tenant lease will contain a website where tenant can review these Restrictions and Covenants, and as amended. Each tenant is responsible for complying with all provisions of the Restrictions and Covenants, as amended, with the exception of the Annual Assessments and Carrying Charges. All required rental costs, assessments and fees shall be contained in the tenant's lease.

In all other respects, the Restrictions and Covenants shall remain as originally executed and amended.

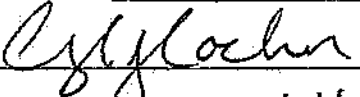
IN WITNESS WHEREOF, Developer has executed this Second Amendment to Act Creating Deed Restrictions and Covenants on the date set forth hereinabove in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

R & B INVESTMENT HOLDINGS LLC



Print Name: Jennifer Blake



Print Name: Cheryl Hocher



By: _____
Name: Robert Benjamin Laville
Its: Manager



NOTARY PUBLIC
Print Name: _____
La Bar No. _____

ARLENE BRIGGS CLARK
Notary Public
La. Bar No. 4154
My Commission is issued for Life