



AMENDED COVENANTS, CONDITIONS & RESTRICTIONS

FOR BELLE TERRE LINKS SUBDIVISION (Parcels Z1 & Z2, St. Andrews Boulevard Extension) ST. JOHN THE BAPTIST PARISH

ARTICLE I

Definitions

"Golf Course" shall mean the Belle Terre Golf Course which adjoins the Property.

"Golf Course Lot" shall mean a lot which has a property line which is contiguous with the Golf Course and is designated as Lots 51 through 72.

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to the Property and includes the residence and any detached garages, cabanas or pool houses.

"Lake" shall mean the lake(s) which is located in and adjoins the Property, as more fully set forth on Exhibit A.

"Lake Lot" shall mean a Lot which has a property line contiguous with the Lake or which contains property with the boundaries of the Lake.

"Lot" and/or "Lots" shall mean and refer to, as applicable, (i) each of the lots, subject to private ownership, which will be created upon the subdivision of the Property and (ii) any other property subject to private ownership located within the boundaries of the Property.


"Lot Owner" shall mean and refer to the record owner (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property or, if applicable, any tenant or occupant of the Lot Owner.

"Park" shall mean the area designated as the Park Area on Exhibit A annexed hereto.

"Property" shall mean and refer to that certain immovable property described on Exhibit A annexed hereto.

"Restrictions" shall mean the Declarations of Covenants, Conditions & Restrictions.

"Extended Period of Time" shall mean more than 3 consecutive days.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING
IS A TRUE AND CORRECT COPY OF THE ORIGINAL
ON FILE AND OF RECORD IN MY OFFICE

D.Y. CLERK OF COURT
PARISH OF ST. JOHN THE BAPTIST, LA
July 27, 2020
DATE #539

ARTICLE II

General Provisions

Section 2.01 General Provisions

These Restrictions shall constitute building restrictions, predial servitudes, covenants and real rights running with the land. The Restrictions are for the purpose of protecting the value and desirability of the Property. The Restrictions shall run with the Property and shall be binding on the Property, all Lot Owners, and any other owners of the Property their heirs, successors or assigns, and any and all parties claiming ownership of the Property under them. Any subsequent sale or transfer of the Property, or any portion thereof, or any Lot or other property, or lease or occupancy of the Property, shall be subject to these Restrictions, regardless of whether these Restrictions are specifically referred to in the sale, transfer or lease of such property. Invalidation of anyone of these Restrictions by judgment or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.02 Existing Servitudes and Servitude of Drainage and Irrigation over the Lake

All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties. These Restrictions further recognize that the Lake is subject to both a predial servitude and a personal servitude of drainage and irrigation in favor of (ii) immovable property (the "Belle Terre Golf Course") purchased by B T Country Club, L.L.C. pursuant to that certain Cash Sale by Standard Development, L.L.C. to B T Country Club, L.L.C., recorded COB 319, folio 620, Act #163543, St. John the Baptist Parish, on February 3, 1995 (ii) the immovable property (other than the Property, hereinafter called the Remaining Belle Terre Properties) acquired by Belle Terre Land, L.L.C. pursuant to that certain Cash Sale by Standard Development, L.L.C. to Belle Terre Land, L.L.C., recorded COB 319, folio 592, Act #163541, St. John the Baptist Parish, on February 3, 1995, (ii) the immovable property (the "Holding Property") acquired by Belle Terre Holding, L.L.C. pursuant to that certain Cash Sale by Standard Development, L.L.C. to Belle Terre Holding, L.L.C., recorded COB 319, folio 609, Act #163542, St. John the Baptist Parish, on February 3, 1995 and (iv) Declarant and Belle Terre Holding, L.L.C., for the drainage and irrigation of the Belle Terre Golf Course and the drainage of the Remaining Belle Terre Properties and the Holding Property. No Lot Owner shall ever do anything to the Lake which will adversely affect the drainage or irrigation of the Belle Terre Golf Course or the Remaining Belle Terre Properties. Either Declarant, Belle Terre Holding, L.L.C. or any owner of the Belle Terre Golf Course, Remaining Belle Terre Properties and/or the Holding Property shall have the right to maintain the Lake, including but not limited to dredging the Lake, in order to maintain the drainage and irrigation provided by the Lake.

Section 2.03
Laplace Drainage District No.1

The Property and all Lots included therein are subject to and included within the boundaries of the Laplace Drainage District No.1 of the Parish of St. John the Baptist, State of Louisiana created pursuant to Ordinance by the Police Jury of the Laplace Drainage District No.1 on July 28, 1983 in accordance with La. R. S 38:1601, et seq. The Property and all Lots included therein are and shall be subject to all tax assessments and tax levies which may be implemented by the Laplace Drainage District No.1. All Lot Owners and other subsequent owners of the Property or any portion thereof do hereby acknowledge that the Property is included within the boundaries of the Laplace Drainage District No.1 of the Parish of St. John the Baptist, State of Louisiana and is and will continue to be subject to all tax assessments and tax levies which may be implemented by the Laplace Drainage District No.1 of the Parish of St. John the Baptist, State of Louisiana.

ARTICLE III
Architectural Control Committee

Section 3.01
Approval of Plans

Prior to the commencement of (i) any construction or placement of any Improvements or other buildings, constructions, structures, fences, walls, or any other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to any of the foregoing (collectively hereinafter referred to as Improvements"), the detailed plans and specifications of such Improvements shall be submitted to and approved in writing by the Architectural Control Committee constituted as provided herein. All submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it in writing with the appropriate fee, approval will not be required and the provisions of this Section will be deemed to have been fully performed; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location height and extent of fences, walls driveways or other screening devices, the types and colors of exterior materials the orientation of buildings on each Lot including size and shape of the house and garage and access thereto and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or

architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines). The failure to pay the review fee with the submission of the plans and specifications for the Improvements shall be deemed to be a rejection of such plans and specifications. A review fee of \$200.00 or such greater amount as may reasonably reimburse the HOA for its review will be charged on initial home building plans. For subsequent improvements of any additional construction, review fees will be charged to an amount equal to reimburse the HOA for incurred costs.

Section 3.02 Committee Membership

The Architectural Control Committee shall be initially composed of two representatives of Belle Terre Land, L.L.C. and a representative of Magnolia Land Development, Inc., who by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative (In the event of death or resignation of any member or members of Architectural Control Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3.03 Transfer of authority to Home Owners Association

The duties, rights powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the Home Owners Association, as hereinafter provided, or if the Home Owners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant on the date occurring ten (10) years from the date of these Restrictions or such earlier date as may be chosen by the Declarant. From and after the date of such assignment, the Home Owners Association or if no Home Owners Association then to the majority vote of the individual Lot Owners other than Declarant, shall have the full right, authority and power and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 3.04 Minimum Construction Standards

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes), to act as guidelines for acceptable Improvements but such outlines shall not be binding upon the Architectural Control Committee or in any manner

determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 3.05

Privilege

The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Control Committee (or its successors) to impose and file in the mortgage records of S1, John the Baptist Parish a privilege against any Lot in accordance with La. R. S. 9: 1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Architectural Control Committee. Additionally, nil expenses incurred by the Architectural Control Committee (or its successors) in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner and the Architectural Control Committee, shall have the right in accordance with La. R. S. 9: 1145 to file n privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Architectural Control Committee.

Section 3.06

Enforcement

The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Control Committee may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Architectural Control Committee. In the event a Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Section 4.09, the Architectural Control Committee or its employees, contractors or agents shall have the right to go upon such Lot, cause the Lot to be cleared, cleaned and mowed and have the grass, weeds and vegetation cut, when and as often as may be necessary in its judgment to keep the Lot in condition required by these restrictions. The Architectural Control Committee or its employees, contractors or agents shall have the right to go upon any Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery or to do anything necessary to maintain the aesthetic standards of such Lot for the benefit of the other Lot Owner at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. The failure of the Architectural Control Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver neither of the right to do so there after nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Architectural Control Committee shall not have any personal liability or responsibility for its failure to enforce any restriction, covenants or conditions herein contained.

ARTICLE IV

Prohibited Uses

Section 4.01 Off-street Parking

No vehicle, recreational vehicle, boat or trailer may be parked on the street fronting any Lot on a habitual basis or for an extended period of time. All boats, trailer and/or recreational vehicles shall be parked on each Lot behind a fence or in the garage so that they are not apparent from the street, the Lake or the Park or visible from the Golf Course. All vehicles, boats, trailers, campers, etc., must be parked on a hard-paved surface consisting of concrete or other material approved by the Architectural Control Committee.

Commercial vehicle restrictions will follow the St. John the Baptist Parish Code of Ordinances, specifically Chapter 113 – Zoning. This restriction will be enforced by the St. John the Baptist Parish Code Enforcement.

Section 4.02 Single Family Residential Purposes

All Improvements constructed on any of the Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Lot Owner or his tenant and their families and the use of Lots for duplex apartments, garage apartments or other apartment use is strictly prohibited. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as private residence, whether for profit or not.

Section 4.03 Temporary Structures

No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, bam, or other structure or building shall be placed on any Lot and no house, garage or other structure apartment thereto shall be moved upon any Lot from another location.

Section 4.04 Nuisance

No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

Section 4.05 Signs

No sign of any kind shall be displayed to the public view on any Lot, except any Lot Owner may display one (1) sign of not more than six (6) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent. Political signs of standard size (2'x3') can be displayed during political season. One sign per candidate can be displayed beginning 1 month prior to election day and must be removed the day after election day. School signs of standard size (2'x3') can be displayed.

Section 4.06
Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed three (3) common household animals (pets)) may be kept, but they shall not be bred or kept for commercial purposes.

Section 4.07
Removal of Dirt and Fill

The removal of any dirt or fill from any Lot is prohibited without the prior written consent of the Architectural Control Committee.

Section 4.08
Garbage and Refuse Storage and Disposal

All Lots and Improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from public view. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of Improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 4.09
Lot Maintenance

All Lot Owners shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All lot owners shall maintain their homes in an attractive manner and make needed repairs in a timely manner.

Section 4.10

Access

No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot without the prior written consent of the Architectural Control Committee. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Section 4.11 Oil and Mining Operations

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 4.12 Surface Areas

The surface of any servitude area for underground utilities may be used for landscaping. However, neither the Declarant nor any supplier of any utility or service using any servitude area shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

Section 4.13 Satellite Dishes, Antennas and Emergency Generators

No Lot shall have a television, C.B., ham or other radio antennas nor any satellite dishes in excess of 24 inches. Satellite dishes and /or antennas will be, placed no less than 15' from the front of the house. Permanently installed Emergency Generators are allowed but require Architectural Control Committee approval prior to installation.

Section 4.14 Landscaping and Above Ground Improvements

No statues or fountains shall be constructed to exceed three (3') feet in height in front of any house. Landscaping will be installed in the front yard to include at a minimum of three (3) trees 1 ½ caliper minimum) and ten (10) 3 gallon shrubs. This applies to new construction and to new homeowners of existing homes. There should only be live plants in gardens.

No above-ground improvements, including but not limited to fountains, statues, swings, light fixtures, monuments, etc., exceeding three (3') feet in height shall be constructed in front of any house prior to submission of detailed construction plans to the Architectural Control Committee and written approval of any said plans by the Architectural Control Committee. The plans

submitted should indicate precise dimensions of the improvements and the exact location of said improvements on the lot.

Landscaping shall be installed within thirty (30) days of the substantial completion of the residence. At a minimum, the front and side yards must be completely sodded.

Raised Decks

1) **Non-Lake Lots.** Any raised deck and its supports shall be constructed of materials which relate to the residence such as wood, brick, or stucco. The bottom of any deck must be skirted and trimmed. No deck or terraces shall be constructed at a height in excess of thirty (30") inches. No deck shall be constructed within the rear yard setback.

2) **Lake Lots.** Any raised deck and its supports shall be constructed of materials which relate to the residence such as wood, brick or stucco. The bottom of any deck must be skirted and trimmed. No deck or terraces shall be constructed at a height in excess of six (6") inches. A wooden boardwalk may be constructed along the land side of the bulkhead at a width not to exceed six (6') feet. No deck or boardwalk may be built to overhang the water or protrude into the lake.

All raised decks require Architectural Control Committee approval prior to installation.

**Section 4.15
Mailboxes**

The standard Belle Terre Links mailbox is required and should be placed on a cement slab whose top extends no higher than 4" above the curb with the exception of the current mailboxes installed with excessive foundations on the following lots:

- Lot 49/149 Oakmont
- Lot 58/129 Oakmont
- Lot 78/108 Glenlakes
- Lot 86/101 Portrush
- Lot 129/119 Portrush

**Section 4.16
Seasonal Decorations**

Outdoor seasonal decorations should not be displayed prior to 30 days prior to the holiday and should be taken down within 2 weeks after the holiday.

**Section 4.17
Air Conditioning Window Units**

Air conditioning window units are not allowed as they do not conform with the design guidelines in maintaining the aesthetics of the neighborhood. It should be removed within

30 days after installation unless prior approval is received.

Section 4.18
Interior Window Coverings

Appropriate and permanent window coverings should be used on all interior windows, including garage windows, such as curtains, blinds, drapes, and shades. Garbage bags and / or sheets are not appropriate.

ARTICLE V

Minimum Standards for Construction

Section 5.01
Utility and Sewer

All utility lines shall be installed underground. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after some are available at the Lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by the St. John the Baptist Parish.

Section 5.02
Construction Requirements

No residence constructed on any Lot shall have a cost (including any applicable builder's profit and overhead, which customarily is fifteen (15%) percent of costs) of less than \$85,000.00, exclusive of Lot cost, based upon cost levels prevailing on the date these Restrictions are recorded. It is the intention and purpose of this covenant to assure that all residential dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In the event the costs to construct a residence increases as a result of inflation, the Architectural Control Committee can establish in the future a higher minimum cost based upon the Consumer Price Index (Urban) using the date of these Restrictions as the base date.

Section 5.03
Size of Residences

No residential structure erected on any Lot shall have more than two and one-half (2 1/2) stories, nor exceed thirty-five (35) feet in height measured from the finished floor elevator for the first floor. The total actual living area of any residence, located on in the Property shall not be less than 1,700 square feet except that the minimum actual living area for Golf Course Lots or Lake Lots shall be 1,900 square feet. All two-story residences shall have a minimum of one thousand two hundred (1,200) square feet of living space on the first floor.

Section 5.04
Minimum Lot Area

All Golf Course Lots shall have a minimum lot size of seventy-five (75') feet on the lot line which is contiguous with the Golf Course by lot lines having a depth of at least one hundred twenty (120') feet for a total square footage of at least nine thousand square feet (9,000). All other Lots shall have a minimum lot size of seventy-five (75') feet on the lot line fronting the street measured from the front building set back line by lot lines having a depth of at least one hundred fifteen (115') feet for a total square footage of at least eight thousand six hundred and twenty-five square feet (8,625'). All Lots shall front on streets to current specifications of St. John the Baptist Parish.

Section 5.05
Driveways, Garages and Other Structures

Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of a concrete parking apron of a width sufficient to accommodate two automobiles side by side. In addition to the residence, detached buildings will be allowed for private garages (with any garage to provide space sufficient for at least two automobiles, provided, however, that with any garage providing over two automobiles to be subject to Architectural Control Committee prior approval), for utility space or storage, for playhouses or for poolside cabanas; provided that the maximum area occupied by such detached buildings shall not exceed ten percent of the total square footage of the Lot and further provided that any such detached building shall be of the same architectural quality as the main dwelling. No driveway shall be located nearer than 3 feet to any side lot line thereby maintaining at all times at least a 6 foot minimum setback from driveways on adjoining Lots. There shall only be one driveway per Lot, provided that a circular drive shall be deemed the driveway. All driveways shall have a minimum width of 12 feet and a maximum width of 24 feet. The Architectural Control Committee must approve all plans and specifications for any driveway, garage or other detached improvements prior to the commencement of construction thereof. Plans must be submitted to the Architectural Control Committee prior to installation for approval.

Section 5.06
House, Slab and Grade elevation

The minimum slab or floor elevation of a residence on any Lot shall be eighteen (18") inches above the crown of the road immediately in front of the Lot. Lots may be filled by the owner; however, no Lot may be filled to a level higher than eighteen (18") inches above the crown of the street fronting such Lot. Thereafter, the required minimum slab or floor elevation shall be accomplished through the use of brick ledges; provided however notwithstanding the slab or floor elevation, no Lot shall be filled to a level higher than eighteen (18") inches above the crown of the street fronting such Lot. Prior to the pouring the slab or laying the foundation and immediately thereafter, the Lot Owner shall provide to the Architectural Control Committee a grade letter signed by a licensed surveyor evidencing that these requirements have been satisfied.

**Section 5.07
Drainage**

Each Lot shall be sloped and graded in accordance with a subdivision drainage plan to be approved by Declarant and the Parish of St. John the Baptist. No Golf Course Lot shall drain onto the Golf Course without the prior written consent of Declarant.

**Section 5.08
Setbacks**

No Improvements shall be located on any Lot nearer than twenty-five (25') feet to the front lot line facing the street or nearer than fifteen (15') feet to any side street lot line or corner lots with the side street lot line being determined by the longest lot line of a corner lot. No Improvements (other than fences) shall be located nearer than ten feet to an interior side lot line, provided that Improvements may be located up to five feet to an interior side lot line as long as the Improvements located on the adjoining Lot are at least ten feet from such interior side lot line thereby maintaining at all times at least a fifteen (15') foot minimum setback from all Improvements located on adjoining Lots. No residence shall be located on any Lot nearer than twenty (20') feet to the rear lot line. No detached buildings shall be located nearer than 10 feet to the rear lot line, except for Lake Lots and Golf Course Lots where any detached buildings shall not be located closer than fifteen (15') feet to the water's edge of the Lake. All measurements shall be from the sill lines to the edge of the lot lines or the water's edge, as applicable. All building setbacks must additionally conform to the St. John the Baptist Parish Zoning Ordinance which may impose stricter setback requirements than those specified herein. The Architectural Control Committee may grant waivers or variations to these requirements in the case of irregularly shaped lots, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

**Section 5.09
Fences**

No fence or wall shall be located on any Lot nearer to any street than the point located ten feet (10') towards the rear from the front sill of the residence or, if a corner lot, from the side sill of the residence.

As to vacant and unimproved Lots which do not have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than twenty-five feet (25') from the front lot line facing the street; as to vacant or unimproved Lots owned by an adjoining Lot Owner, no fence or wall shall be permitted to extend nearer than the fence on the adjoining Lot with common ownership.

No fence shall be greater than six feet (6') in height and shall be constructed of brick, wrought iron style (steel or aluminum) or wood (cedar, pine or cypress). Chain link, wire or unfinished concrete or cinder blocks or other unsightly fencing is prohibited.

Fences parallel to or bordering the Lake, Park, or the Golf Course: Fence shall be constructed as follows:

1. Open picket style (wood or vinyl), at a maximum height of four feet (4"), with board width of approximately three and a half inches (3-1/2") and a spacing between pickets at a minimum of three inches (3").
2. Wrought iron style (steel or aluminum) at a maximum height of six feet (6').

Fences perpendicular to or approaching the Lake, Park, or the Golf Course:
Fence shall be constructed as follows:

1. Open picket style (wood or vinyl), at a maximum height of four feet (4"), with board width of approximately three and a half inches (3-1/2") and a spacing between pickets at a minimum of three inches (3"), if located nearer than twenty-five feet (25') from the water's edge of the Lake, boundary line of the Park, or the boundary line of the Golf Course. The transition from the taller portion to the lower portion shall be sloped.
2. Wrought iron style (steel or aluminum) at a maximum height of six feet (6').

All fences require Architectural Control Committee approval prior to installation.

Section 5.10

Use of Lake

No person, including any Lot Owner or occupant of any Lot, shall use a motorized vessel or any type of boat, raft, kayak, floating apparatus, or other like water craft on the Lake at anytime nor do any act which could erode the banks or otherwise jeopardize the aesthetics of the Lake, the Property or any Lot. No person shall drain or place any hazardous or petroleum based chemicals or materials into the Lake or otherwise pollute the Lake. Fishing shall be permitted for homeowners in a "catch and release" manner only.

Section 5.11

Swimming Pools

All swimming pools in Belle Terre Links shall be of an in-ground construction or type with the exception of those installed on the following lots:

Lot 13, Phase I

Lots 22 through 28, inclusive, Phase II

Lots 32 through 39, inclusive, plus Lots 40, 41, and 47, Phase III

Lots 87 through 114, inclusive, plus Lots 79, 129, 130, Phase IV

Raised or above-ground pools shall only be permitted on lots upon which the Covenants, Conditions, and Restrictions for Belle Terre Links allow a six (6') foot privacy fence to be constructed along the rear lot line. Those lots upon which above-ground pools are specifically allowed are as follows:

Lot 13, Phase I

Lots 22 through 28, inclusive, Phase II

Lots 32 through 39, inclusive, plus Lots 40, 41, and 47, Phase III

Lots 87 through 114, inclusive, plus Lots 79, 129, 130, Phase IV

Section 5.12
Water's Edge Improvements

All property owners of "Lake Lots" shall have the obligation to maintain the shoreline of their lots to prevent erosion caused by water movement, normal draining, and/or weather. A fiberglass or marine grade wooden bulkhead or a rock limestone revetment (hereinafter referred to as "water's edge improvements) may be installed on any "lake lot" at the water's edge, No water's edge improvements including, but not limited to, bulkheads or revetments, shall be constructed on any lake lot without having previously received express written approval by the Architectural Control Committee of the plans and specifications and the location of such improvements. No "riprap" or other discarded construction material shall be used as revetment. Any and all material that may pollute the water (such as creosote treated wood) or in any way be harmful to the aquatic or plant life in or around the lake and the associated channels shall be prohibited from use for bulkhead construction.

Water's edge improvements shall not exceed forty-eight (48") inches in height, measured from the mean (typical) water level of the lake. Said improvements shall not be built beyond the water's edge as shown on the previously mentioned subdivision plan of Belle Terre Links. If a new bulkhead is to be constructed on a lake lot whereas either both of the adjoining lots have existing bulkheads, the new bulkhead shall be constructed so as to follow the site line of the existing bulkhead(s), in order to maintain a continuity in the shoreline.

ARTICLE VI

Home Owner's Association

Section 6.01
Home Owners Association

In accordance with the provisions of La. R.S. 9:1145 et seq. Declarant, as owner of the Property or Magnolia Land Development, as the future owner of the Property, has created the Belle Terre Home Owners Association (hereinafter the "Home Owners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R. S. 12:201, et seq. Upon the purchase of a Lot, a Lot Owner will become a member of the Home Owners Association.

Section 6.02
Duties

The Home Owners Association will (i) maintain and oversee the maintenance and landscaping of the neutral grounds and other common areas located in the Property (ii) assist the Architectural Control Committee in policing these Restrictions and the ordinance of the parish of 81. John the Baptist, including but not limited to enforcing the requirements provided in section 4.09 and (ii) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property. Additionally, the Home Owners Association may provide

security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

Section 6.03

Dues

All Lot Owners may be assessed quarterly dues in the amount of \$60.00 to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. Dues may be increased at the annual meeting of the Home Owners Association as determined by the Board of Directors of the Home Owners Association or at a special meeting called for such purpose in accordance with the By-Laws of the Home Owners Association.

Section 6.04

Lien Rights

The Declarant hereby imposes upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of St. John the Baptist Parish a privilege against any Lot in accordance with La. R. S. 9: 1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Home Owners Association. All expenses incurred by the Home Owners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner, and Home Owners Association shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Home Owners Association. Additionally, the Home Owners Association shall have the right in accordance with La. R. S. 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the repayment of any dues or other expenses owed by such Lot Owner to the Home Owners Association.

ARTICLE VII

General Provisions

Section 7.01

Duration

These Restrictions shall run with and bind the Lots and the other property in the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee and/or the Home Owners Association, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2050. Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at any time by Declarant and Lot Owners, who own at least fifty-one (51%) percent of the Property subject to these Restrictions, pursuant to an Agreement duly executed and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana.

Section 7.02
Interpretation

If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general proposes and objectives of these Restrictions shall govern.

Section 7.03
Notices

Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

Section 7.04
Gender and Grammar

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 7.05
Severability

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 7.06
Governing Law

These Restrictions are a contract made under and shall be construed in accordance with and governed by the Laws of the United States of America and the State of Louisiana.