

559717

ACT CREATING DEED
RESTRICTIONS AND COVENANTS

BY

LEXINGTON HILLS PARTNERSHIP

FOR

GRANDE HILLS ESTATES SUBDIVISION,
(R-1 RESIDENTIAL PORTION ONLY)
ST. TAMMANY PARISH, LOUISIANA

* UNITED STATES OF AMERICA
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* STATE OF LOUISIANA
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* PARISH OF ST. TAMMANY

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MOB. CLERK OF COURT
FILED FOR RECORD

BE IT KNOWN, that on this 28th day of September, 1984, before me, undersigned authority, a Notary Public, in and for the State and Parish aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

Lexington Hills Partnership, a partnership organized under the laws of the State of Louisiana, represented herein through its General Partner, John C. Yemelos, duly authorized by the articles of partnership, (hereinafter "Owner") who declared as follows:

WHEREAS, Owner is the record owner of certain immovable property commonly known as Grande Hills Estates Subdivision, R-1 Residential Portion Only (the "Property"), more particularly described on the plot and survey prepared by N-Y Associates, Inc., dated July, 1984, filed of record with the Clerk of Court at Map File No. 201 (the "Plot") as follows:

A certain piece of land, lying and situated in Sections 21, 22, 23, 26, 27, and 28, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, and being more particularly described as follows, to-wit:

Beginning at a 6" x 6" triangular shaped concrete monument, said monument being the quarter corner common to Sections 26 and 27, T5S, R12E; thence N89 26'01"E, 704.24 feet to a point thence N38 22'50"E, along a line parallel to and 300' west of the westerly right-of-way line of LA Highway 21 (Old Military Road), 3,410.60 feet to a point which lies on the southerly line of an 80.00 foot private gravel road; thence along said southerly line of the private road N51 39'50"W, 2,209.99 feet to the point of curvature of a curve to the right having a radius of 1,997.30 feet, a chord length of 473.04 feet and a chord bearing of N44 51'47"W; thence along the arc of said curve 474.16 feet to the point of reverse curve of said curve; thence along a curve to the left having a radius of 2,610.50 feet, a chord length of 1,333.16 feet and a chord bearing of N52 51'22"W; thence along the arc of said curve 1,348.09 feet to the point of tangency; thence continue along the southerly line of said 80 foot private road N67 39'01"W, 1,815.45 feet to the point of curvature of a curve to the right having a radius of 464.40 feet, a chord length of 283.39 feet and a chord bearing of N49 53'06"W; thence along the arc of said curve 287.99 feet to the point of tangency; thence N32 07'10"W, 100.00 feet to the point of curvature of a curve to the right having a radius of 1,664.28 feet, a wchord length of 296.40 feet and a chord bearing of N27 00'38"W; thence along the arc of said curve 296.80 feet to the point of tangency; thence N21 54'07"W, 476.13 feet to the point of curvature of a curve to the left having a radius of 1,339.77 feet, a chord length of 288.71 feet and a chord bearing of N28 05'14"W; thence along the arc of said curve 289.27 feet to the point of tangency; thence N34 16'21"W, 225.00 feet to a point which

lies on the easterly right-of-way line of LA Highway 1083 (Ben Williams Road); thence along a curve to the right having a radius of 760.02 feet, a chord length of 324.48 feet and chord bearing of S35 26'21"W; thence along the arc of said curve, 327.00 to the point of tangency; thence continue along said right-of-way of LA Highway 1083 (Ben Williams Road) S47 45'54"W, 4,809.41 feet to a 1/4 inch iron rod; thence S22 50'06"E, 986.70 feet to a 1/2 inch iron rod; thence S36 05'33"W, 340.70 feet; thence S77 30'09"W, 550.00 feet to a 1/2 inch iron pipe; thence S01 09"E, 2652.55 feet to a 6 inch x 6 inch triangular concrete monument, said monument lies on the south line of Section 28, T5S-R12E and is the 1/16 corner of said section; thence N89 37'04"E, 1,325.04 feet along the south line of said section to a 6 inch x 6 inch triangular concrete monument, said monument is the section corner common to Sections 27, 28, 33 and 34, T5S-R12E; thence along the south line of Section 27, T5S-R12E, N88 13'14"E, 1,336.50 feet to a 6 inch x 6 inch triangular concrete monument, said monument is the 1/16 corner common to Sections 27 and 34, T5S-R12E; thence continue along said section line N88 13'14"E, 1,323.50 feet to 3 inch x 4 inch hand carved pine lighter knot, said lighter knot being the 1/4 corner common to Sections 27 and 34, T5S-R12E; thence continue along said section line N89 06'10"E, along a line parallel to and 300' west of the westerly right of way line of LA Highway 21 (Old Military Road), 2,328.73 feet to a point, said point being on a line common to Section 26 & 27; thence along the section line common to sections 26 and 27, T5S-R12E, N01 10'26"W, 860.08 feet to a 6 inch x 6 inch triangular concrete monument, said monument being the 1/4 corner common to sections 26 and 27, T5S-R12E and the Point of Beginning.

Said tract of land contains 1,376.50 acres as shown on attached map as Area 1.

WHEREAS, Owner desires to provide for the preservation of values and amenities in the Property, and to encourage development that is in harmony with the conception and aesthetic theme of the Property; and to this end, Owner desires to subject the Property to certain covenants, restrictions, privileges, and obligations, as hereinafter set forth (the "Restrictions"), for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, Owner hereby declares that the Property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of the Property, and, which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Owner, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, each of whom shall have the right to enforce specific performance of these provisions.

I. LAND CLASSIFICATIONS AND USE

A. Use of Property. The Property has been subdivided into lots, as shown on the Plot, which may be used only for residential purposes. Only one (1) single family dwelling may be constructed on any lot.

B. Prohibited Uses of Property and Other Obligations.

1. Encroachments. No tree, shrub, other planting, sign or other obstruction shall be permitted to overhang or otherwise encroach on any street, road, sidewalk or other pedestrian way without the prior written approval of the Grande Hills Architectural Control Committee, (the "GHACC"), established pursuant to the provision of Article III hereof.

2. Machinery and Equipment. No machinery or equipment shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment which is usual or customary in connection with the construction of a structure permitted and authorized pursuant to these Restrictions or incidental to occupancy for single family use.

3. Nuisances. Obnoxious or offensive activities shall not be permitted at any time on any lot, nor shall any activity be permitted at any time on any lot which may be or may become an annoyance or nuisance to the other property owners. Discharge of firearms, explosives, fireworks, or noisemaking devices of any type and use of outdoor speaker and music systems (unless specifically permitted by the GHACC) shall not be permitted at any time.

4. Parking. Provision for off-street parking for all occupants and visitors shall be provided by the owner of a lot. No vehicle shall be parked on streets or other areas not specifically designated for parking overnight or for any extended period of time, it being the intent that to the extent reasonably possible no parking shall be permitted on streets, green belt areas, etc.

5. Mobile Homes. No mobile home shall be permitted on the Property.

6. Temporary Vehicles. No trailer, mobile home, camper, recreational vehicle or boat shall be kept, maintained, stored or repaired upon any street or roadway within the Property or upon any parking area within the Property, except such parking areas as may specifically be designated by Owner for such uses.

7. Maintenance of Lots. Except as may otherwise be delegated to the Grande Hills Homeowners Association (the "Homeowners Association") (as herein defined) pursuant to the restrictive covenants, each lot owner shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair.

8. Refuse Containers. Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practical be maintained at the rear of the lot. Locating such refuse containers near the street shall be permitted only during time of pickup.

9. Subdivision and Rezoning Property. No portion of the Property may be further subdivided or rezoned without prior approval of the GEACCC.

10. Swale Ditches and Lake. Some drainage for the Property is provided through swale ditches and lakes. Lot owners are required to maintain the swale ditches free of debris or any other obstructions, both during and after construction of any improvements. The Homeowners Association reserves the right to clear such swale ditches and lakes of any debris and/or remove any blockage should owner fail to do so within 15 days after receipt of written notice, though it is not obligated to do so. Any expense incurred by it in so doing shall be charged against the lot owner as a lot assessment.

11. Greenbelts. Greenbelts have been established twenty-five (25) feet in width along all public roadways within Grande Hills Estates Subdivision as shown on the Plat. The owner of the lot, which includes the greenbelt area, shall be required to maintain the greenbelt area in a parklike condition.

The greenbelt area shall be available to all property owners and guests for jogging and/or horseback riding, subject to rules and regulations promulgated by the Homeowners Association.

The Homeowners Association reserves the right, though not the obligation, to maintain any greenbelts in a parklike condition should owner fail to do so within fifteen (15) days after receipt of written notice. Any expense incurred by it shall be charged against the owner as a lot assessment.

12. Culverts. All culverts shall be installed to grades established by the appropriate governing agency.

13. Streets and Roads. All streets and roads within the Property (except Nashua Ct.) as well as the roadway constructed on the perpetual easement adjoining the northeast boundary and that portion of Grande Hills Boulevard extending from Louisiana Highway 21 to the Property shall be dedicated to the Parish of St. Tammany for perpetual maintenance.

II. GRANDE HILLS ESTATES HOMEOWNERS ASSOCIATION

A. Establishment of Association. By separate act, there has been established a Louisiana nonprofit corporation named "Grande Hills Estates Homeowners Association" (the "Homeowners Association"). The Homeowners Association does not contemplate primary gain or profit, direct or indirect, to its members.

B. Membership. The owner of any Lot in Grande Hills Estates Subdivision shall be deemed a member of the Homeowners Association. Membership shall be deemed appurtenant to each Lot and shall not be transferred separately in any manner. No shares of stock shall be issued.

C. Voting. The owner of each Lot shall have a number of votes in the Homeowners Association equal to the number of acres contained within said Lot, including greenbelts. In addition to the votes Owner may have as an owner of Lots, Owner shall have 400 votes for a period ending on the earlier of (i) the date Owner conveys its last remaining Lot, (ii) 7 years from the date hereof, or (iii) the date Owner files a declaration waiving said additional votes. Any action of the Homeowners Association shall be approved by a majority of the votes cast at a regular or special meeting of the Association.

D. Duties of Homeowners Association. The Homeowners Association shall perform the following duties for the enhancement and improvement of the Property:

1. Own, operate and maintain for the benefit of its members all portions of the Property (i) conveyed to the Homeowners Association by Owner, including by way of illustration but without limitation, lake and boat launch (ii) such other properties as the Members determine to acquire for their use and benefit;
2. Obtain and maintain insurance and pay property taxes on any portion of the Property owned by the Homeowners Association;
3. Appoint and remove members of the Grande Hills Architectural Control Committee (GHACC) as provided in these Restrictions;
4. Maintain and repair any portion of the Property in the event said portion of the Property is not maintained by the owner thereof in accordance with Section I.B.7, above. The Homeowners Association shall

have the right to assess the owner of said portion of the Property for all costs expended by the Homeowners Association for maintenance and repair and to enforce such assessment as provided in Paragraph E below;

5. Enforce each of the provisions of these Restrictions should the owners fail to do so;

6. Enforce the Rules and Regulations established by the GHACC;

7. Establish rules and regulations which in the sole discretion of the Homeowners Associations are deemed necessary and proper to carry out the responsibilities and duties of the Homeowners Association as set forth herein.

8. Insofar as permitted by law, to do any other things that, in the judgement of the Board of Managers, will promote the common benefit and enjoyment of the residents of the Property.

E. Assessments. The Homeowners Association shall have the power to assess its members for the costs and expenses of performing each of its duties set forth in these Restrictions. Except as set forth in Subsection 3 below, each assessment shall be determined by dividing the total amount of the assessment by the number of votes in the Homeowners Association and assessing the resulting amount multiplied by the number of votes held by said Lot to each Lot and the owner thereof. Owner's additional votes not based upon Lot ownership shall not be counted as votes for purposes of assessments.

1. Regular Assessments. In the event the duties of the Homeowners Association require continuous and repeated expenditures, the Homeowners Association shall determine on/or before December 1 of the each year an estimate and budget of the total expenditures to be made by the Homeowners Association during the following calendar year. Said amount shall be collected in equal quarterly installments on such dates as may be selected by the Homeowners Association. In the event the Homeowners Association determines that the amounts so assessed are inadequate to meet the actual expenditures of the Homeowners Association, the Homeowners Association shall levy a special assessment to collect such difference. In the event the amounts so assessed exceed the actual expenditures, the Homeowners Association shall, in its discretion, apply such excess against the estimate of expenditures for the next period or refund such excess to the parties assessed.

2. Special Assessment. In the event the duties of the Homeowners Association do not require continuous and repeated expenditures, no budget for regular assessments shall be required and the Homeowners Association shall determine the actual cost of specific expenditures and make special assessments therefore against the Lots and the owners thereof. Special assessments may also be made by the Homeowners Association to recover actual expenditures in excess of the regular assessment.

3. Lot Assessment. In the event the Homeowners Association determines to maintain or repair a portion of the Property not owned by the Homeowners Association in accordance with Section II C.4 above, the Homeowners Association shall assess the entire cost thereof against the Lot and the owner thereof.

F. Enforcement of Assessments and Covenants. Each regular, special or lot assessment levied hereunder shall be a debt and obligation of the Lot against which it is levied and of the owner thereof. In the event of non-payment of an assessment within fifteen (15) days of the notice of the assessment, a lien affidavit setting forth the amount due shall be filed against the Lot and the owner thereof as authorized by and provided for in Louisiana Revised Statute 9:1145 et seq. The Homeowners Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, and to enforce any other provisions of these Restrictions and/or Rules and Regulations.

G. Board of Managers. The affairs of the Homeowners Association shall be managed by a Board of Managers. The Board of Managers shall consist of no fewer than two (2) nor more than five (5) persons to be elected annually at the annual meeting of the membership, and such persons need not be members of the Homeowners Association. The first election of Managers shall not be held until after 75% of the Lots have been sold by Lexington Hills Partnership or until after the 31st day of December, 1986, whichever occurs first.

H. Use of Common Properties. Each member of the Homeowners Association shall be entitled to the use and enjoyment of the common properties owned by the Homeowners Associates, subject to these Restrictions, the Articles of Incorporation, by-laws and the rules and regulations adopted by the Homeowners Association and subject to any servitudes and/or license agreements encumbering said common properties.

The common properties shall be designated as such on the Plat or by act recorded in the conveyance records of St. Tammany Parish.

III. ARCHITECTURAL CONTROL COMMITTEE

A. Composition of Committee. The Grande Hills Architectural Control Committee (the "GHACC") shall consist of 5 members, none of whom shall be required to meet any particular qualifications for membership. The term of each member shall be two years and shall extend until the appointment of his successor. Vacancies created by resignation or removal shall be filled by Owner or the Homeowners Association as provided below.

B. Appointment and Removal. For a period of five (5) years from the date of the filing of these Restrictions, the right to appoint and remove three members of the GHACC shall be vested in Owner unless prior to the expiration of said five (5) years, Owner shall file a declaration waiving said right. The right to appoint and remove two members of the GHACC shall vest in the Homeowners Association. After the expiration of said five (5) years or the filing of a waiver of rights, the right to appoint and remove all members of the GHACC shall vest in the Homeowners Association. Members of the GHACC shall receive no compensation. The GHACC may however hire a staff including by way of illustration and not limitation, architects and experienced field inspectors.

C. Release of Liability. By submitting plans and specifications to the GHACC, the party so submitting the plans relieves and releases the GHACC and each and every one of its members from any liability or responsibility for failing to discover or point out and deficiencies in said plans and specifications. The GHACC does not intend to, nor will it act as the architect or construction supervisor for the applicant, it at all times being the responsibility of the applicant to obtain its own professional assistance. Should a third party file suit or threaten litigation over applicant's project against the GHACC or any of its members, then the applicant agrees to hold harmless and indemnify the GHACC and each of its members from any liability or responsibility arising out of, or in any way connected with the performance of the GHACC's duties as set forth herein, and in the Rules and Regulations promulgated by the GHACC.

D. Authority to Establish Rules and Regulations. The GHACC shall

have authority to establish rules and regulations for construction of buildings, which rules and regulations may be amended at any time and from time to time by a majority of the GHACC. Said rules and regulations shall address the following matter, which are illustrative and not limiting.

1. Information, plans and specifications required for approval of construction of single family residences, barns, fences, etc.
2. Driveways and utility construction.
3. Protection of existing conditions and utilities.
4. Off-street parking.
5. Signs for streets, project identification, and traffic control.
6. Provisions for riding and jogging paths.
7. Provision for additional land use restrictions.
8. Enforcement of the Rules and Regulations.

E. Authority to Grant Variances. The GHACC shall have the power and authority to grant variances from the strict application of any of these covenants and the Rules and Regulations imposed herein or in accordance herewith, provided that such variances shall not subvert the purpose and principal thereof; and the grant of such variance will, in the opinion of the GHACC, improve the quality and/or appearance of the project or alleviate practical difficulties or undue hardships. Such variances as may be approved by the GHACC shall be considered on an individual, case by case basis, and shall not be considered as setting a precedent for future decisions by the GHACC; nor shall such approval negate any future application of the restrictions so varied with respect to other portions of Property.

IV. ARCHITECTURAL CONTROL AND CONSTRUCTION

A. Approval of Construction. No structure or other physical improvement shall be erected or substantially altered on any portion of the Property by any person without the prior written approval of the GHACC; and then only in accordance with the Rules and Regulations for Contractors and Home Builders (the "Rules and Regulations") promulgated by the GHACC as same may be reasonably amended from time to time in the sole discretion of the GHACC. For purposes of this section, an addition to a present structure shall be considered a structure and shall require architectural approval.

B. Necessary Information. The information which must be submitted in order to obtain approval from the GHACC shall be set forth in detail in the Rules and Regulations.

C. Time for Approval. The GHACC shall have a reasonable time as set forth in the Rules and Regulations to approve or disapprove an application. After time has expired, if applicant has not been notified of approval or disapproval, applicant shall notify GHACC in writing and thereafter GHACC shall have five (5) days to act on the application, otherwise, the approval shall automatically be granted. Any disapproval shall be accompanied by a list of deficiencies which may be corrected and resubmitted for approval.

D. Standards for Approval. The GHACC shall grant approval only if it determines, in its sole and absolute discretion, that:

1. The applicant shall have furnished all information required by the GHACC;
2. The proposed structure or other improvement shall conform to the requirements of the restrictive covenants covering the lot on which the structure or other improvement will be constructed;
3. The proposed structure or other improvement shall conform to the aesthetic standards and master plan in effect at the time of the approval and as established or to be established or modified from time to time by GHACC for the Property as a whole as to quality of workmanship and materials and as to harmony of external design and location with existing and proposed other structures, and/or improvements; and
4. The proposed structure or other improvement shall comply with the Rules and Regulations and all applicable laws and ordinances.

E. Proceeding With Work. Upon receipt of approval and a Certificate to Proceed from the GHACC, the applicant shall, as soon as practicable (and upon the issuance of a permit by the applicable governmental agency), satisfy all terms and conditions thereof and diligently proceed with the commencement and completion of all construction, refinishing, alterations and excavations pursuant to said approval; provided, however, such commencement shall occur, in all cases, within ninety (90) days from the date of the Certificate to Proceed. If the applicant shall fail to comply strictly with this paragraph, any approval given pursuant to this section shall be deemed revoked unless the GHACC, upon written request of the applicant made prior to the expiration of said ninety day period, extends the time of such commencement. No such extension shall be granted except

upon a finding by the GHACC, in its sole and absolute discretion, that there has been no change in the circumstances under which the original approval was granted.

F. Failure to Complete Work. The applicant shall complete these construction, reconstruction, refinishing or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered objectively impossible or would result in great hardship to the applicant due to labor disputes, fires, national emergencies, natural calamities or other supervening forces beyond the reasonable control of the applicant or his agent. In the event that construction is not completed as aforesaid, the Homeowners Association, upon the recommendation of the GHACC shall have the right, though not the obligation, to assess the Lot and the owner thereof for the cost of completion and enforce said assessment in accordance with the provision of Section II, Paragraph E.

V. LAKE AND BOAT LAUNCH

The existing lake, (ie. Grande Hills Lake) and boat launch shown on the Plot are common properties owned by the Homeowners Association. Rules and Regulations shall be published by the Homeowners Association for the lake and boat launch setting forth the time and manner in which they may be used.

No structure shall be erected on, or in the lake without prior approval of the GHACC and then only in accordance with its published Rules and Regulation.

VI. SEWERAGE TREATMENT

All sewerage shall be treated by the lot owner prior to permitting it to be discharged into any swale ditch or lake, or onto adjoining property. Treatment shall be by mechanical plant or other devise and method as approved by the Louisiana Department of Natural Health and Human Resources and the GHACC. Discharge levels shall be such as not to cause danger to the health of other residents or pollution of common properties.

VII. ANIMALS

Domestic animals, such as dogs and cats, are permitted to be kept and raised on the Property. Only the following agricultural animals may be kept and raised on any Lot within the Property: 1) Not more than two (2) cows; 2) An unlimited number of horses; 3) No other agricultural animals will be permitted.

All animals shall be fenced or otherwise prevented from roaming freely about the Property.

VIII. EXCEPTION

It is contemplated that a portion of the aforescribed property will be sold as one parcel of land and shall be known as the "Farm Parcel", said Farm Parcel being described as follows:

Square 3, Lots 31 through 38, which includes the unsubdivided portion of Bully Branch Lake.

Square 5, Lots 1 through 24.

Said lots are described by reference to final subdivision plan of N-Y Associates, Inc. Consulting Engineers dated _____, 1984, recorded at COB _____ Folio _____ in the Conveyance Record of the Clerk of Court for the Parish of St. Tammany, Louisiana.

As to the said Farm Parcel, none of the hereinabove recited Deed Restrictions and Covenants will apply as long as said Farm Parcel is used as a horse farm. The only restrictions and covenants whatsoever applicable to the Farm Parcel while the Farm Parcel is used as a horse farm are as follows, to wit:"

A. Prohibited Uses of Property and Other Obligations:

1. **Encroachments:** No tree, shrub, other planting, sign or other obstruction shall be permitted to overhang or otherwise encroach on any street, road, sidewalk or other pedestrian way without the prior written approval of the Grande Hills Architectural Control Committee (the "GHACC").

2. **Machinery and Equipment:** No machinery or equipment shall be placed, operated or maintained upon any portion of the Farm Parcel except such machinery or equipment which is usual or customary in connection with the construction of a structure permitted and authorized pursuant to these Restrictions, agricultural purposes, or incidental to the operations of a horse farm.

3. **Nuisances:** The use of the Farm Parcel as a horse farm shall not constitute a nuisance hereunder, however, obnoxious or offensive activities shall not be permitted at any time upon the Farm Parcel, nor shall any activity be permitted at any time upon the Farm Parcel which may be or may become an annoyance or nuisance to the other property owners. Discharge of firearms, explosives, fireworks, or noisemaking devices of any type and use of outdoor speaker and music systems (unless specifically permitted by the GHACC) shall not be permitted at any time.

4. **Parking:** Provision for off-street parking for all occupants and visitors to the Farm Parcel shall be provided by the owner of the Farm Parcel. No vehicle shall be parked on streets or other areas not specifically designated for parking overnight or for any extended period of time, it being the intent that, to the extent reasonably possible, no parking shall be permitted on streets, green belt areas, etc.

5. Mobile Homes: No mobile home shall be permitted on the Farm Parcel, except as may be required for construction, and then only on a temporary basis.

6. Temporary Vehicles: No trailer, mobile home, camper, recreational vehicle or boat shall be kept, maintained, stored or repaired upon any street or roadway within the Farm Parcel or upon any street or roadway within the Farm Parcel or upon any parking area within the Farm Parcel, except such parking areas as may specifically within the Farm Parcel owner and/or Property Owner for such uses.

7. Maintenance of Farm Parcel: The Farm Parcel owner shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair.

8. Refuse Containers: Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practical be maintained at the rear of the Farm Parcel. Locating such refuse containers near the street shall be permitted only during time of pickup.

9. Subdivision and Rezoning Property: No portion of the Farm Parcel may be further subdivided or rezoned without prior approval of the GHACC.

10. Swale Ditches and Lake: Some drainage for the Property is provided through swale ditches and lakes. 1 The Farm Parcel Owner shall maintain those swale ditches providing drainage for other Lot Owners free of debris or any other obstructions, both during and after construction of any improvements. The Farm Parcel Owner reserves the right to dam all other swale ditches on the Farm Parcel for the purpose of creating watering areas for horses. The Homeowners Association reserves the right to clear such swale ditches providing drainage to other Lot Owners of any debris and/or remove any blockage should the Farm Parcel Owner fail to do so within 15 days after receipt of written notice, though it is not obligated to do so. Any expense incurred by it in so doing, shall be charged against the Farm Parcel Owner.

11. Greenbelts: A greenbelt has been established twenty-five (25) feet in width along all the public roads in the Farm Parcel, which Parcel is contained within Grande Hills Estates Subdivision as shown on the Plat. The owner of the Farm Parcel, which includes a greenbelt area, shall be required to maintain the applicable greenbelt area in a parklike condition.

The greenbelt area shall be available to all property owners and guests for jogging and/or horseback riding, subject to rules and regulations promulgated by the Homeowners Association.

The Homeowners Association reserves the right, though not the obligation, to maintain any greenbelts in a parklike condition, should the Farm parcel owner fail to do so within fifteen (15) days after receipt of written notice. Any expense incurred by it shall be charged against the Farm Parcel Owner.

12. Culverts: All culverts shall be installed to grades established by the appropriate governing agency.

13. Streets and Roads: All streets and roads within the Property, except Nashua Court, as well as the roadway constructed on the perpetual easement adjoining the northeast boundary and that portion of Grande Hills Boulevard, extending from Louisiana Highway 21 to the Property shall be dedicated to the Parish of St. Tammany.

B. Subsequent use of Farm Parcel for Residential Purposes

SHOULD THE AFOREDESCRIBED FARM PARCEL ever cease to be used as a horse farm, the Deed Restrictions and Covenants generally applicable to all other Property but the Farm Parcel shall then attach to and become applicable to the Farm Parcel.

IX. GENERAL PROVISIONS

A. The term "Lot" as used herein shall mean a legal lot of record as described on the official plot of Grande Hills Estates Subdivision, prepared by N-Y Associates, Inc. dated July, 1984.

B. Term. Each provision of this instrument shall 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 years unless within one year prior to the expiration of the initial twenty-five (25) year period, or within one year period to the expiration of any ten year period of extended duration, the covenants and restrictions contained in this instrument are terminated by record instrument signed by the record owners of not less than two-thirds (in land area) of property then subject to these covenants and restrictions.

C. Amendments. Any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the record owners of not less than fifty-one percent (51%) (in land area) of the Property subject to these restrictions as of the date of the instrument of amendment provided, however, that if Owner is directly or indirectly (i.e. mortgage) the owner of any portion of the Property as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of Owner.

D. Effect of Provisions of this Instrument. Each provision of this instrument shall be deemed incorporated in 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.

E. Severability. The invalidity or unenforceability of any provision in this instrument, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this instrument.

F. Conflict. These Deed Restrictions are intended to be in addition to and not in place of the laws and ordinances of the Parish of St. Tammany and State of Louisiana; and, in the event of conflict between any provision of these Deed Restrictions and any provision of law and/or ordinance, the stricter provision shall apply.

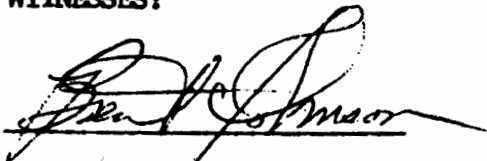
G. Captions. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this instrument.

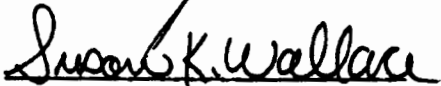
H. No Waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision or of any other provisions of this instrument.

I. Effective Date. This instrument shall become effective when it is duly recorded in the conveyance records of St. Tammany Parish.

IN WITNESS WHEREOF, Owner has executed this instrument on the date set forth above in the presence of the undersigned witnesses, after reading the whole.

WITNESSES:


Brent Johnson


Susan K. Wallace


BY: GENERAL PARTNER


NOTARY PUBLIC