



RESTATED

DECLARATION OF COVENANTS & RESTRICTIONS FOR

LATOUR SUBDIVISION PHASE 1

In Supplement to the Community Charter

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EXECUTION AND NOTARIZATION

RESTATED DECLARATION

OF

COVENANTS & RESTRICTIONS FOR

LATOUR SUBDIVISION PHASE 1¹

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BE IT KNOWN, that on this 11th day of the month of August 2009, before me Wendy L. Curole, a Notary Public, duly commissioned and qualified in and for the Parish of Lafourche, Louisiana and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

La Cote, L. L. C., a Louisiana limited liability company whose Federal Tax Identification Number is 20-3992729 and mailing address is 300 LaTour Boulevard, Matthews, LA 70375, herein represented by its undersigned duly authorized agents (hereinafter referred to as the "Declarant").

WHEREAS, Declarant represents the owner(s) of LaTour Subdivision Phase 1, Lafourche Parish, State of Louisiana which is more particularly described as Lots 1-13 of Block 1, Lots 1-12 of Block 2, Lots 1-5 of Block 3, Lots 1-8 of Block 4, Lots 1-8 of Block 5, and Lots 1 and 2 of Block 6, all of Phase 1 of LaTour Subdivision, (hereinafter the "Property") and all as more fully shown on the survey attached hereto as Exhibit "A", which has been filed of record as of August 10, 2009, in the Conveyance records of Lafourche Parish at Instrument Number 1075734, COB 1789, folio 80, (the "Survey").

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said residential community and to this end, desires to subject the Property to the covenants, restrictions, servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and each Lot Owner:

¹ Note: This Restated Declaration of Covenants & Restrictions for LaTour Subdivision Phase 1 has been prepared and filed in the Conveyance Records of Lafourche Parish, Louisiana and supersedes that previously filed Declaration of Covenants & Restrictions for LaTour Subdivision Phase 1 placed on public record August 12, 2009, at Book 1789 Page 256 under Instrument Number 1075860, Lafourche Parish, Louisiana Conveyance Records (the "Superseded Declaration"). The Superseded Declaration which was previously filed on behalf of the Declarant, consisted of an earlier draft of the Declaration of Covenants & Restrictions for LaTour Subdivision Phase 1, and was inadvertently filed containing certain typographical errors and inconsistencies which have been corrected herein. The Declarant has executed this Restated Declaration of Covenants & Restrictions for LaTour Subdivision Phase 1 as means of remedying these errors and hereby declares the Superseded Declaration to be null and void in all respects and of no further force and effect and should be disregarded by all.

Declarant further authorizes and directs the Clerk of Court for the Parish of Lafourche, Louisiana to inscribe upon the records of his office this Restated Declaration of Covenants & Restrictions for LaTour Subdivision Phase 1 and to note the filing of this instrument in the margins of the Superseded Declaration filed at Book 1789 Page 256 under Instrument No. 1075860, to serve as occasion may require.

NOW, THEREFORE, in accordance with La. Civil Code Article 775, et seq., and La. R.S.9:1141.1, et. Seq. 9:1145, et. Seq. and in order to assure and maintain a uniform high quality in the grounds buildings and improvements in the Property and to afford joint protection to all parties, present and future, who purchase and own property therein. And to afford, joint protection to all parties, present and future, which purchase and own property therein, Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the property:

ARTICLE I

Definitions

"LaTour Subdivision" shall mean the certain real estate development originally owned by the Declarant and more fully described on Exhibit "B" annexed hereto.

"Design Guidelines" shall mean an outline of minimum acceptable construction standards and specifications to act as design guidelines for acceptable improvements, all as provided in section 3.05.

"Golf Course" shall mean LaTour Golf Course designated as such on the Plat which is or will be subject to a servitude of drain in favor Lafourche Parish, Louisiana.

"LaTour Community Association" shall mean the home owners association to be formed in accordance with Article VI.

"Improvements" shall mean all buildings, component parts and other construction permanently attached to any Lot or other portion of the Property and includes the Residence and any detached garages or other buildings, pools, cabanas, or pool houses, fences, walls walkways, driveways, entrance walkways and landscaping structures, or any other improvements.

"Lot" and / or "Lots" shall mean and refer to, as applicable (i) each of the Lots shown on the plat or any other Lot which may be created upon the subdivision of the Property and (ii) any other property located within the boundaries of the Property.

"Lot Owner" shall mean and refer to the owner of record, whether one or more persons or entities of the undivided ownership to any Lot or other property situated within the boundaries of the Property.

"Property" shall mean and refer to that certain immovable property described and defined above and described and identified on the plat, attached hereto as Exhibit "A" as it may be amended from time to time, and shall include but not limited to the Lots, lakes, and Recreational Areas shown thereon.

"Recreational Area" shall mean any designated common area and improvement thereon.

"Residence" shall mean the single family dwelling to be constructed on a lot. The term Residence does not include detached buildings, garages or cabanas.

"Restrictions" shall mean this Declaration of Covenants & Restrictions.

"Street(s)" shall mean the right of way for the streets and cul-de-sacs shown on the Plat, Namely LaTour Boulevard, Bordeaux Drive and Pinot Noir Court, which will be dedicated to Lafourche Parish.

"Utility Servitude" shall mean the servitudes defined in section 2.03 and shown on the Survey.

ARTICLE II

Establishment of Restrictions and Servitudes

Section 2.01 Establishment of Restrictions. These Restrictions shall constitute building restrictions, covenants, real rights, charges, and as applicable, servitudes burdening the Property and are for the purpose of protecting the value and desirability of the Property. These Restrictions shall burden and charge the Property and each Lot located thereon (including all improvements located on each Lot) and shall be binding on the Property, all Lot Owners and any other owners of property within the Property, their heirs, successors and assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property and portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, exchange, transfer or lease of such property. Invalidity of any one 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. 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 Property 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 Property.

Section 2.03 Utility Servitudes. There is hereby reserved in favor of Declarant and charged on each of the Lots a fifteen (15') foot wide servitude of use (the "Utility Servitude") along the front of each Lot and coterminous with the street for the purpose of installing, repairing, replacing and maintaining street lights, drainage, water or sewer pipes, telephones, cable or electrical lines, gas pipes or other utilities. It is expressly provided that the Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the property charged with the Utility Servitude, to such entities, properties and/or persons as it shall determine; and such grantees shall have the right to use and enjoy the Utility Servitude in addition to and together with the grantees of rights in the Utility Servitude, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which affect the Utility Servitude. The Utility Servitude is shown on the Survey.

Section 2.04 Rear Yard Fence / Bulkhead / Lake Servitude. There is hereby established in favor of the LaTour Community Association, a twenty (20') foot wide servitude of passage and use to be located from the water's edge on all lots with rear yard frontage on any lake. This Servitude is granted in order to allow access to construct, repair, paint, maintain or replace the rear yard fence or bulkhead. The LaTour Community Association and the Design Review Committee and their employees, agents, workmen and contractors shall also have a servitude of use, passage, ingress and egress over this Servitude (i) to install, plant, maintain, and replace landscaping, hardscaping, benches and other improvements, vegetation and/or sod in the Rear Yard Fence/ Bulkhead / Lake Servitude, including the right to spray the Servitude with fertilizer, weed killer and/or insecticides, and (ii) to maintain the lakes, which includes the right to dredge and remove or add soil, vegetation and/or spray the lakes with fertilizers, weed killers and/or insecticides in order to provide environmental responsible management of the water body. (iii) The LaTour Community Association is also granted the right to build and/or construct any bulkhead or structure to control erosion of properties into the lake. Any bulkheads shall be installed on the line delineated for such on the Survey and shall not protrude any higher than 6 feet above mean normal water level of the lake. Individual Lot Owners who wish to install bulkhead along the rear of their property shall submit to the Design Review Committee, and/or LaTour Community Association prior to commencement of work and shall in every way provide for a clean and visually pleasing transition to neighboring properties. Bulkheads and aquatic vegetation are the only forms of erosion control allowed. No construction debris or foreign matter is allowed for use in this enterprise.

It is expressly provided that Declarant, its successors or assigns, shall have the right to assign any of its rights under the Rear Yard Fence/Bulkhead/Lake Servitude to such entities, properties and/or persons as it shall determine. It is understood that other servitudes such as servitudes for utilities have been granted or may in the future be granted by Declarant which may affect the Rear Yard Fence/Bulkhead/Lake Servitude.

All Lot Owners who purchase properties with lake frontage acknowledge and agree to purchase these lot(s) subject to the Rear Yard Fence/Bulkhead/Lake Servitudes. All Lot Owners acknowledge and agree that Declarant, its successors or assigns, shall have the above rights, including the rights to use fertilizers, insecticides and weed killers in the lakes, the Rear Yard Fence/Bulkhead/Lake Servitude Area and that the prohibitions against swimming, sailing, boating, or any other use of the lakes and the Servitude as set forth in these Restrictions, are to protect the Lot Owners, their families, and invitees. Accordingly, all Lot Owners and their families agree that by purchasing a Lot, they shall release and waive any and all rights, claims or causes of actions that they may have, whether now or in the future, against Declarant, the LaTour Community Association and the Design Review Committee, and their employees, agents, workmen and contractors, arising out of the use by any Lot Owner, their families or invitees of the Rear Yard Fence/Bulkhead/Lake Servitude.

Each Lot Owner also acknowledges and agrees that the Lakes are used as part of the drainage for LaTour Subdivision, that portions of the lake Lots and reserves beyond the areas subject to the Lake Servitudes may be inundated from time to time, by waters from the lake and that portions of the lake Lots and Reserves subject to the Lake servitude may be permanently under water. Each Lake Lot Owner agrees to purchase its lake Lot(s) with such knowledge, assumes all responsibility in connection therewith and releases and waives any and all rights, claims or causes of action that they may have whether now or in the future, against Declarant, the LaTour Community Association, the Design Review Committee, their employees, agents, workmen and contractors, arising out of any flooding from the lakes unto any portion of any lake Lot.

Section 2.05 Recreational Area Servitude. There is granted in favor of the Declarant, its successors and assigns a servitude of use over all of the Recreational Area ("The Recreational Area Servitude"). The Recreational Area Servitude shall grant to Declarant, its successor and assigns and their employees, agents, workmen and contractors a servitude of passage, ingress and egress, drainage and utilities (which includes but is not limited to water sewer, irrigation, telecommunications, cable, electrical or gas) and shall include the right to install, repair, replace and maintain street lights, drainage water or sewer pipes, irrigation, telecommunications, cable or electrical lines, gas pipes or other utilities and the right to plant maintain and replace landscaping, vegetation and sod in the Recreational Area, including the right to spray the Recreational Area with fertilizer, weed killer and/or insecticides.

ARTICLE III

Design Review Committee

Section 3.01 Duties. The Design Review Committee as more fully described and set forth in the Community Charter for LaTour Subdivision dated August 11, 2009 and filed for record in the conveyance records of Lafourche Parish, Louisiana, at Charter Book 111, Page 322 (hereinafter the "Charter") shall have the right to enforce these Restrictions and to approve the design, color, materials and location of the improvements and any exterior addition to or any painting, change or alteration of the Residence or any other improvements in accordance with the terms of these Restrictions. Without limitation of the powers herein granted, the Design Review Committee shall have the right to specify requirements for each Lot as follows: the location, height, materials and extent of fences, walls, driveways, or other screening, devices, the types and colors of exterior materials and paint, the orientation of buildings on each Lot, including size and shape of the Residence and the garage and access thereto, the architectural design of the exterior of the Improvements and the landscaping and the amount of fill placed upon each Lot. The Design Review 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 Design Review 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 landscaping and topography (including the orientation of the front and rear of any such building with respect to the Lot lines).

Section 3.02 Approval of Plans. Prior to the commencement of (i) any construction or placement of any Residence or other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to the Residence or any of the Improvements, the detailed plans and specifications of such improvements, including the landscaping of such lot shall be submitted to and approved in writing by the Design Review Committee as provided herein.

Prior to the commencement of a Residence on a lot, the Lot Owner (other than Declarant) shall deposit the sum of \$2,000.00 (Two Thousand Dollars) with the Design Review Committee. (Checks should be made payable to the LaTour Community Association.) In the event other improvements are constructed (such as a pool or an addition to the Residence) subsequent to the construction of the

Residence, the Lot Owner shall deposit a sum of not less than \$500.00 (Five Hundred Dollars) or such greater amount as may reasonably be established by the Design Review Committee to provide security that such improvements will be constructed in accordance with these Restrictions.

A fee of \$450.00 (Four Hundred and Fifty Dollars) or such amount as may be reasonably established by the Design Review Committee to reimburse the Design Review Committee for its review shall be charged for the review of each set of plans and specifications by the Design Review Committee. The fee shall be charged against any deposit. The deposit less any fees, dues then owed or other charges incurred and/or levied by the Design Review Committee and/ or the LaTour Community Association will be returned to the Lot Owner within sixty (60) days after the completion of the Improvements and the installation of the landscaping in accordance with the terms of these Restrictions. Failure to timely comply with the requirements of these Restrictions as determined by the Design Review Committee shall be grounds for the Design Review Committee to retain the deposit. The failure to pay the deposit and the fee with the submission of the plans and specifications for the improvements shall be deemed to be a rejection of such plans and specifications.

All submitted plans and specifications shall specify, in such form and detail as the Design Review Committee may reasonably require, (i) the structural, mechanical, electrical and plumbing detail for the Residence and any other detached building, (ii) the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into the Residence, any detached buildings and all other proposed Improvements, (iii) the location of the Residence, any detached buildings and all other proposed improvements on the lot and (iv) the location, type and height of any landscaping or any alterations thereto.

In the event the Design Review Committee fails to approve or disapprove the final plans and specifications for the Improvements within thirty (30) days after said final plans and specifications, including all changes and amendments that may be required have been submitted to it in writing along with the appropriate fee and/or deposit, 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 Design Review Committee to approve or disapprove the submission is due to the failure of the Lot Owner to provide information and/or answers to the Design Review Committee's questions regarding the design of proposed Improvements. Failure of the Design Review 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. Additionally, the thirty (30) day review period shall not commence until (i) all of the final plans and specifications for the Improvements and landscaping have been delivered to the Design Review committee, (ii) all amendments to the plans, as requested by the Design Review committee, have been made to the plans and delivered to the Design Review Committee and (iii) all mandated fees and deposits have been delivered to the Design Review Committee. Any delay by the Lot Owner or its contractors, agents, Architects, Landscape Architects in submitting the necessary documentation shall interrupt the commencement of the thirty (30) day review period.

Section 3.03 Committee Membership. The Membership of Design Review Committee shall be formed and comprised in accordance with the provisions of the Charter.

Section 3.04 Transfer of Authority to LaTour Community Association. The duties and rights powers and authority of the Design Review Committee constituted hereby shall be assigned to the LaTour Community Association or if the LaTour Community Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant, as set forth in the provisions of the Charter.

Section 3.05 Design Guidelines. The Design Review 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 design guidelines (the "Design Guidelines"), for acceptable improvements but shall not be binding upon the Design Review Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 3.06 Privilege. Declarant hereby imposes upon the Property and all Lots located there in the right of the Design Review Committee (or its successors) to impose and file in the mortgage records of Lafourche Parish, a privilege against any Lot in accordance with LA. R.S. 9:1145, et seq., as it may be amended from time to time as security for the failure of a Lot Owner to pay any dues, fees, charges or expenses imposed upon such Lot Owner by the Design Review Committee. Additionally, all expenses, including but not limited to attorney's fees incurred by the Design Review 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 personally owed by the defaulting Lot Owner and the Design Review Committee shall have the right, including such rights as granted in accordance with La. R. S. 9:1145 et, seq., to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses, including attorney's fees, owed by such defaulting Lot Owner to the Design Review Committee.

Section 3.07 Enforcement. The Design Review Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the LaTour Community Association of any violation of these Restrictions and such Lot Owner shall have ten (10) days from delivery 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 Design Review 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/or the LaTour Community Association and to enforce any privilege filed by the Design Review Committee, or the LaTour Community Association.

In the event the Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Sections 4.08, 4.09, 4.10 and 5.06, the Design Review Committee or its employees, contractors or agents shall have the right (but not the obligation) to go upon such Lot, whether or not the Improvements have been constructed, to (i) eliminate nuisance conditions, (ii) cause the Lot to be cleared of debris, cleaned and mowed and have the grass, weeds, vegetation and shrubbery cut (iii) inspect, repair and maintain sedimentation control measures and remove sedimentation from the street, or (iv) do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these restrictions without the

necessity of giving notice to such Lot Owner and at the sole cost, risk, expense of the Lot Owner violating these Restrictions.

Each defaulting Lot Owner shall be personally and solidarily liable and responsible for all costs and expenses, including but not limited to attorney's fees incurred by the Design Review Committee in enforcing these Restrictions, maintaining such Lot and / or collecting the amounts owed by such defaulting Lot Owner. The Design Review Committee shall have the right to file a privilege against any lot owned by the defaulting Lot Owner to recover such cost and expenses owed by such defaulting Lot Owner to the Design Review Committee, which shall include all attorneys' fees incurred by the Design Review committee in enforcing these Restrictions against the defaulting Lot Owner.

Each defaulting Lot Owner agrees that the Design Review Committee shall be reimbursed for one hundred fifty (150%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions.

The failure of the Design Review Committee to enforce any of these Restrictions shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any of the servitudes or other building restrictions or other covenants or conditions contained herein. Additionally, the Design Review Committee shall not have any personal liability or responsibility for enforcing or failing to enforce these Restrictions.

ARTICLE IV

Use Restrictions

Section 4.01 Off-street Parking. No vehicle of any kind shall be parked on any portion of any Lot except on the paved driveway, paved parking space or in the garage or carport. Each Lot Owner shall provide for permanent parking of his/her vehicles and his invitees within the boundaries of his Lot, including but not limited to recreational vehicles, boats or trailers. No vehicle owned by a Lot Owner or occupant and/or invitee shall be parked on the street fronting any Lot for an extended period of time, exceeding forty-eight hours. All boats, trailers and/or recreational vehicles parked on a Lot shall be behind an approved fence or under roof not visible from the Street, across a Lake or recreational area. Further, said vehicles shall not constitute an eyesore to any neighbor or patron of the recreational areas. All moving vans, trailers and/or any portable storage containers shall not remain on a street or a Lot in excess of seventy-two (72) hours.

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 its 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 its tenant and their families. The use of Lots for a public boarding house, lodging house, hospital or institution of any nature or kind or for any rental or lease of duplex apartments, garage apartments or other income 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 a private residence, whether for profit or not, provided however this prohibition shall not preclude a home office as long as no client meetings,

advertising or warehousing are conducted on at or in connection with said home office and there are no employees on site other than the resident or residents.

Section 4.03 Temporary Structures. No structure of a temporary nature or character, trailer or mobile home, modular or prefabricated home garage, barn or other structure or building shall be placed on any Lot and no house garage or other structure appurtenant thereto shall be moved upon any Lot from another location, provided, however a temporary structure may be placed on any lot by Declarant as a Sales or Temporary Clubhouse for operations purposes of its businesses. Lot Owners, other than the Declarant, may be allowed to place temporary structures on a property in connection with construction of a residence and may be utilized as offices or materials storage with prior written notice of the Design Review Committee, which approval may be refused in the committee's sole discretion. Use of a temporary structure as housing for construction workers is strictly prohibited.

Section 4.04 Nuisance. No noxious or offensive activity shall be carried out, on any portion of improvement 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 to advertise the Lot and Residence for sale or rent. However, signs may be placed on any lot by Declarant for sales purposes.

Section 4.06 Animals. No animals, livestock, poultry or aviary 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) adult animals) may be kept. All dog runs must be preapproved by the Design Review Committee and proper disposal of animal waste is required. Further, no animal shall be kept for commercial purposes and their housing shall not be cause for nuisance to neighbors or recreational patrons.

Section 4.07 Addition /Removal of Dirt and Fill. The removal of dirt or fill from any Lot is strictly prohibited. Written permission for the addition of fill in advance of construction is also prohibited without the express written permission of the Design Review Committee.

Section 4.08 Garbage and Refuse Storage and Disposal. All Lots and Improvements located thereon shall at all times be kept in a beautiful, 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. Trash containers shall be maintained in a clean and sanitary condition and screened from the streets, lakes, reserves, landscape areas and adjacent property. Other than during the construction of improvements no lot shall be used for open storage of any materials or equipment except

in accordance with the architectural plans approved by the Design Review Committee. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any lot.

Section 4.09 Construction of Improvements. Each Lot Owner shall cause the construction of Improvements to be prosecuted with diligence and continuity, and said Improvements shall be completed in a good and workmanlike manner in accordance with the plans and specifications approved by the Design Review Committee and all applicable governmental bodies. Each Lot Owner agrees that it shall not commence work on Improvements until it has received the consent of the Design Review Committee to such Improvements. Each Lot Owner agrees that it shall not move in and use its Residence until it has received a certificate of occupancy and all other necessary certificates, licenses, consents and other approvals of Lafourche Parish.

In no event shall a Lot Owner take more than eighteen (18) months from the commencement of construction of any Improvements to the completion of said construction.

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. In no event shall the construction of any of the Improvements cease for a period in excess of twenty-one (21) consecutive days. During construction of Improvements, the Lot Owner shall place or cause to be placed an adequate container on the Lot for the disposal of construction debris, trash or waste matter. Contractors should make every attempt to recycle construction waste in order to be responsible partners with the environment. During the construction the lot owner must keep the street in front of his Lot clear of the container, construction debris, fill, trash or waste matter generated during construction. It is the responsibility of the Lot Owner to insure that any construction debris, trash or waste matter generated during construction is placed in the above specified container on at least a weekly basis. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot.

During construction of improvements, the Lot Owner shall insure that all concrete trucks pouring concrete on its Lot shall be washed out on its Lot. The washing out of concrete trucks on any other Lot or anywhere else in LaTour is strictly prohibited.

During the construction of Improvements, the Lot Owner shall insure that its contractors and subcontractors do not play loud music that should in such a way cause a nuisance to neighbors or the neighborhood.

Section 4.10 Lot Maintenance Fee and Sewerage Assessment. A fee of \$40.00 per month shall be paid to the LaTour Community Association for the maintenance of all open Lots void of improvements to cover year round lawn maintenance. In addition to the Lot maintenance fee described above, a sewerage assessment of \$20.00 per month shall also be paid to the LaTour Community Association for the maintenance of the sewerage system servicing the Property. In the future there may need to be adjustments to the fees and assessments associated with lawn maintenance and sewerage service provided, and the LaTour Community Association shall provide diligence to secure the highest quality service for the best price. Provision is also granted the La Tour Community Association to have the right to modify the monthly fees based on square footages of each Lot. Grass shall be cut on a weekly basis and the schedule to be mutually agreed upon by the Board of Directors. Once construction

of improvements has begun, each Lot Owner 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 Lots with Improvements located thereon shall at all times be mowed so that the grass shall be at a height of not greater than three (3") inches. Lots shall be maintained either by the homeowner or a lawn maintenance contractor approved by LaTour Community Association.

Section 4.11 Access. No driveways or roadways shall be constructed on any Lot to provide access to any adjoining Lot without the prior and express written consent of the Design Review 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 shall be occupied or used.

Section 4.12 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 any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot; provided however, directional drilling with the derrick site to be located off property may be allowed upon the prior written approval of the Design Review Committee. 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 4.13 Surface Area of Servitudes. 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 4.14 Satellite Dishes and Antennas. No Lot shall have a television, C.B., ham or other radio antennas. No Lot shall have a satellite dish in excess of thirty-six (36") inches in diameter and no Lot shall have more than one satellite dish of thirty-six (36") inches or less in diameter. The location on a Lot of a satellite dish of thirty-six (36") inches or less in diameter shall be approved by the Design Review Committee prior to installation. No satellite dish shall be installed in such a manner that it is visible from any street.

Section 4.15 Mailboxes. No Lot Owner shall install a mailbox other than a mailbox approved by the Design Review Committee.

Section 4.16 Holiday Decorations. Decorations for holidays may be installed no earlier than thirty (30) days prior to the holiday and must be removed no later than thirty (30) after the holiday passes (for instance, Christmas decorations shall not be installed before November 25 and shall be removed no later than January 25). No Holiday decorations shall be so excessive on any Lot as to cause a nuisance

to the other Lot Owners in the vicinity of the Lot in question. The Design Review Committee shall have the sole and exclusive authority to decide if holiday decorations are causing a nuisance.

Section 4.17 Use of Lakes. No person, including any Lot Owners or occupant of any Lot or their guest or invitees, shall use a vessel or boat, whether motorized sail, paddle or otherwise on any of the lakes at any time or do any act which could erode the banks or otherwise jeopardize the aesthetics of the lakes, the Property or any Lot. No person shall drain or place any hazardous or petroleum based chemicals or materials into any of the lakes or otherwise pollute the Lakes. For the protection of all persons (including any Lot Owners or occupants of any Lot or their guests or invitees), sailing, boating, swimming or wading shall not be allowed in the lakes. Lot Owners and their invitees may fish from only their property or designated fishing areas.

Section 4.18 Special Restrictions for Lake Lots. In addition to the use restrictions set forth herein, the following restrictions shall apply to lake Lots adjacent thereto. For purposes of this Declaration the term "Lake Lot" as used throughout this Declaration shall mean any Lot which is adjacent to or whose boundary runs along side any recreational lake located within LaTour Subdivision. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

- a) **Above Ground Structures.** No Improvements or above ground structures of any type shall be permitted (excluding Landscaping, fences and pools and pool decks constructed in accordance with Section 4.18 (b), as approved by the Design Review Committee) within twenty (20') feet of the Rear Yard Fence/ Bulkhead / Lake Servitude.
- b) **Swimming Pools.** In-ground swimming pools may be constructed on Lake Lots. However, they shall not be located within the boundaries of the Lake Servitude. Pool decks shall not be located within the boundaries of the Lake Servitude. Pool decks located within twenty (20') feet of the Lake Servitude shall not be higher than eighteen inches above ground level. Pool decks located more than twenty (20') feet from the Lake servitude may be higher than eighteen (18") inches above ground level.
- c) **Playground Equipment.** On the Lake Lots, playground equipment including but not limited to gym sets and playhouses require prior express written permission from the Design Review Committee.
- d) **No Docks.** Owners of Lake Lots shall not construct or maintain any docks or piers or similar recreational or boating structures in any portion of the yard facing any Lake or within any lake Servitude.
- e) **No Floating Vessels.** Lot Owners (including without limitation owners of Lake Lots), their family, guests and invitees shall not utilize any boat, canoe paddle boat, raft, or any type of floating vessel on a Lake.
- f) **Setbacks.** See Section 5.07 for rules governing the placement of Improvements on Lake Lots.

g) **Fences.** See Section 5.08 for rules governing the construction and placement of fences on Lake Lots.

h) **Landscaping.** See Section 5.11 for rules governing the landscaping of Lake Lots.

Section 4.19 Resubdivision of Lots. The resubdivision of Lots is prohibited, except where two or more Lot Owners desire to resubdivide a common lot between them in order to increase the size of their respective adjoining Lots or a Lot Owner, who owns two or more Lots, desires to combine such Lots to build across side Lot Lines. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewerage generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by Lafourche Parish, and the Louisiana Department of Health and Hospitals.

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 same are available at the lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewerage generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by Lafourche Parish and the Louisiana Department of Health and Hospitals.

Section 5.02 Size of Residences. No Residence erected on any Lot shall have more than three (3) stories nor exceed thirty-five (35') feet in height measured from the finished floor elevation of the first floor. All Residences shall have a minimum of 2,000 square feet of living space and shall be constructed with at least ninety (90%) percent of the interior ceiling of first floor having a height of at least nine (9') feet or greater. That portion of the first floor with nine (9') foot ceilings must be constructed in such a manner that finished floor elevation to finished ceiling height is nine (9') feet or greater. For purposes of these Restrictions, living space shall be considered air-conditioned space excluding porches, breezeways, garages, workshops, cabanas and exterior bathrooms.

Section 5.03 Driveways, Garages and Other Structures. Upon the completion of construction of the Residence, each Lot shall have sufficient off-street parking consisting of at least a two car garage and a concrete parking apron of a width sufficient to accommodate two automobiles side by side. A Porte-a-Cochere and/or a carport are allowed in conjunction with or in addition to the two car garage. In addition to the Residence, detached buildings will be allowed for private garages, for utility space or storage, for playhouses or for pool side cabanas; provided that the maximum area occupied by the detached buildings shall not exceed ten (10%) percent of such lot square footage, and further provided that any such detached building shall be of the same architectural style, material and color and quality of

the Residence. Should the exterior color or material not match the residence they shall be of such fashion as to complement the residence. It is at the sole discretion of the Design Review Committee as to what constitutes complementary, and approval for deviation from the existing material of the residence may be withheld at the committee's pleasure. In no event shall garage doors be visible from any street. No building, carport, Porte-a-cohere or patio cover constructed of metal is permitted. Driveways shall not be located any nearer than five (5') feet from any side lot line thereby maintaining a ten (10') foot minimum setback from driveways on adjoining Lots. With the exception of corner Lots, there shall only be one driveway per Lot and circle drives shall not be considered one driveway. Two driveways are allowed on corner lots, however only one driveway is allowed for each Street Front. Between the edge of the street and the property line of the Lot, all driveways shall have a minimum width of twelve (12') feet and a maximum width of twenty-four (24') feet. From the property line of the Lot to the Porte-a-Cohere, carport or garage, all driveways shall have a minimum width of twelve (12') feet and a maximum width of thirty (30') feet. The Design Review Committee must give prior approval to all plans and specifications for driveway, garage or other detached improvements prior to the commencement of construction. No loose aggregate is allowed. All garages that are on corner Lots or that are side loaded shall have a minimum twenty-five (25') foot side setback from the side lot lines.

Section 5.04 Minimum Slab Elevation. The minimum slab or finished first floor elevation of a Residence and/or any detached building on any Lot shall be at least eighteen (18") inches above the crown of the Street immediately in front of the Lot. The maximum slab or finished floor elevation of a Residence and any detached building on any Lot shall be subject to review and approval by the Design Review Committee on a case by case basis. All slabs or finished floors greater than eighteen (18") inches above the centerline of the Street shall be accomplished within exposed brick ledge or other approved architectural finish. Berms and landscaping shall also be considered an appropriate finish. All slabs or brick ledge grade beams shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab.

Prior to pouring the slab or laying the foundation, the Lot Owner shall provide the Design Review Committee with a slab for grade letter signed by a licensed surveyor evidencing that the slab form elevations have been satisfied.

If Lafourche Parish or the Federal Emergency Management Administration (FEMA) revise their Flood Zone (FIRM Maps) criteria for determining finished floor slab elevations for LaTour which are greater than the requirements set out herein, then the Lot Owner shall be obligated to comply with that overriding criteria of requirement.

Section 5.05 Lot Grading. Lots shall be graded to assure positive drainage from the rear of the Lot to the front of the lot, on lots with no lake Frontage. On Lake Lots, grading shall be accomplished so that the front one-third (1/3) of the lot that faces the street shall drain to the street, and the rear two-thirds (2/3) shall drain to the lake.

1. Retaining walls require the prior express written permission of the Design Review Committee and sub surface drainage may be required to carry all water to proper drainage conduits.

2. All side property line elevations shall be compatible and match the drainage slope with the elevations of the adjoining Lots. No Lot shall drain onto another adjoining Lot.
3. The elevation of a Lot along its front property line shall be a maximum of six (6") inches above the centerline of the Street immediately in front of the Lot.
4. Rear Lot lines shall be filled to a maximum of eighteen (18") inches above the front Lot property line elevations (which shall be no more than twenty-four (24") inches above the centerline of the Street immediately in front of such Lot.)

The Requirements of Section 5.05 (4) shall not apply to any lot that has more than thirty-six (36") inches of negative slope toward the lake. These shall be referred to as Exception Lots.

An Exception Lot shall be graded from the rear/back half of the slab of the Residence, which shall be the high point of the Lot, to the rear and/or side of the Lot as the case may be. Each Exception Lot may be graded as to afford the owner to utilize the property in terraces. Retaining walls are expressly permitted on these lots and encouraged. This will afford the owner the opportunity to take advantage of utilizing the slope to his advantage by generating a smaller footprint and accomplishing many of the same functions in a vertical fashion example (cars may be parked under the rear of the Residence by utilizing the terracing principle of lot grading. Prior to the commencement of any filling or grading or construction activities, each Lot Owner shall provide a fill and grading Plan which will explain the owners intentions and utilization of his property. The scheme shall delineate drain locations, landscaping and overall concept for the design.

Section 5.06 Lot Sediment / Erosion Control. Sediment control measures are required during all construction activities on all Lots. Each Lot Owner shall show the locations and types of sediment/erosion control measures the Lot Owner intends to use during construction on a survey of such Lot which must be submitted to and approved by the Design Review Committee prior to the commencement of construction. Sediment/Erosion Control measures shall be sufficient to prevent surface soil from entering the Street(s), lakes, drainage system and adjacent Lots and shall comply with all requirements of the State of Louisiana and Parish of Lafourche. Each Lot Owner shall install, regularly inspect, repair, and maintain the sedimentation control measures throughout the duration of the construction. If these measures are not properly maintained or are disrupted to the point that siltation occurs outside of the Lot or construction area, the Lot Owner shall immediately take all necessary actions to remove the identified siltation and repair the sediment control structures. Each Lot Owner shall be personally responsible and liable for any and all damages expenses, fees and fines relating from the failure to adhere to proper sedimentation/erosion control measures.

If a single Lot Owner is involved in the construction of improvements on several Lots at any one time, and the total lot area of the construction exceeds one acre, then the Lot Owner shall additionally comply with the State of Louisiana Department of Environmental Quality requirements by preparing a Storm Water Pollution Prevention Plan which complies with all requirements of the State of Louisiana and Parish of Lafourche.

Section 5.07 Setbacks. No Improvements shall be located on any Lot (other than a Cul-De-Sac Lot) nearer than forty (40') feet from the front Lot line facing the Street or nearer than Twenty (20') 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 shall be located on any Cul-De-Sac Lot nearer than twenty (20') feet to the front Lot line facing the Street or nearer than twenty (20') feet from any side Street Lot line of corner Lots with the side Street Lot line being determined by the longest Lot line of a corner Lot. Subject to the provisions of Paragraph 5.03 regarding driveways, walkways and pool decks, no improvement shall be located nearer than ten (10') feet to an interior side Lot line, thereby maintaining at all times at least a twenty (20') feet 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 of the Rear Yard Fence/Bulkhead/Lake Servitude or the rear Lot line should the Servitude not apply. All measurements shall be from the sill lines to the edge of the Lot lines or Servitude lines. No detached building shall be located nearer than twenty (20') feet from the Lake Servitude line. All measurements shall be from the sill lines to the edge of the Lot lines or Servitude lines as applicable. The Design Review Committee may grant waivers or variations to these requirements in the case of Cul-De-Sac Lots which have irregular shapes and make the compliance with the above setbacks inconsistent with the location of Residences on adjoining Lots; but the Design Review Committee shall have no obligation to grant such variances and such variances shall not, in the sole opinion of the Design Review Committee, adversely affect the overall aesthetics or safety of the Property. Any variance which is sought that violates the ordinances set forth by the Lafourche Council shall have to go before the Lafourche Parish Planning Commission to seek such remedy. Granting of the Waiver/ Variance by the Lafourche Parish Planning Commission in no way enforces an obligation on the Design Review Committee to agree and grant said variance.

Section 5.08 Fences. No fence or wall shall be located on any Lot closer to any Street than the point located ten (10') feet towards the rear from the front sill of the Residence. On corner Lots, fences that front on the side Street may be no closer to the Lot line than the side sill of the Residence; and such fence shall commence only from the rear 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 thirty-five (35') feet 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 (6') feet in height. Fences shall be constructed of brick, stucco, wrought iron, redwood, cedar, vinyl or similar construction, except for Lake Lot fences which shall be constructed of wrought iron or other material acceptable to the Design Review Committee. Chain link, wire, corrugated metal unfinished concrete cinder blocks or other unsightly fencing is prohibited. Any fence located on a Lake Lot shall be constructed in an open fence design. Any fence located nearer than thirty (30') feet parallel from the Lake Servitude shall not be taller than forty-eight (48") inches. No fence shall be constructed without the prior written consent of the Design Review Committee as to location, design, material, color, paint and stain. All frameworks for any fence shall be on the interior side of the Lot requesting to be fenced. Owners must maintain fences in good condition at all times.

Section 5.09 Roofs. The main roof structure of a Residence shall have a vertical rise of at least seven (7") inches for each twelve (12') feet of horizontal run, unless otherwise approved by the Design Review Committee. Minor roof structures, such as on attached porches, may have a lesser pitch than the main roof structure, as may be determined and approved by the Design Review Committee. All external roofing material shall be composition roof shingles, wood shingles, slate, synthetic slate such as Lamarite

Brand, or copper. All composition tile shall carry a minimum 30 year warranty and shall be of a similar style and brand such as Prestige. All penetrations on the roof including vent pipes and ventilation devices must match the color of the roof.

Section 5.10 Fireplaces. All fireplace flues and chimneys shall be covered with the same material used on the exterior of the Residence or such other material as approved by the Design Review Committee. All fireplaces shall have a chimney cap. Galvanized metal caps are permitted, but design must be approved and their color must match the exterior color of the residence. Every method should be investigated as to shield the Galvanized cap from the street and present a complementary look to the front façade of the home.

Section 5.11 Landscaping. Any Lot area not covered by buildings, decks, patios and driveway, walkways, pool or other approved facility shall be planted with trees, shrubs, flowers or ground covers (including grass). The lawn area of the front and side yards of all Lots with a Residence must be completely sodded or hydro sodded. The front of each Lot shall be planted with a sufficient number and size of shrubs and trees to create a finished appearance proportional to the space used. The Lot Owner of a Lake Lot must also sod or hydro sod the lawn of the rear area of the rear yard and plant additional shrubs and trees to create a finished appearance proportional to the space used.

All landscaping shall be approved in writing by the Design Review Committee. If the landscaping is not installed within sixty days of the substantial completion of the Residence, the Design Review Committee shall have the right, but not the obligation, to cause such landscaping to be planted and such Lot Owner shall be liable to the Design Review Committee for one hundred-fifty (150%) percent of the out of pocket cost of the Design Review Committee to install such landscaping, plus any attorney's fees or other costs incurred by it in collecting such sums from the Lot Owner.

Lot Owners should refer to the Design Guidelines for additional guidance in the design of acceptable landscape installation.

Section 5.12 Basketball Goals. No basketball goal shall be installed on or beyond the front façade of any Residence or within the front yard setbacks. On corner Lots, a basketball goal may be installed beyond the side street façade of the Residence but not within the side yard setback. Basketball goals shall not be attached to the façade of the Residence or any detached structure. Basketball goals backboards shall be clear or neutral in color.

Section 5.13 Swimming Pools. All swimming pools situated on any Lot shall be constructed in ground. No raised pools shall be allowed on any Lot. The design of all swimming pools and pool decks shall be approved by the Design Review Committee prior to installation.

Section 5.14 Exterior Lighting. Exterior, flood, pool, patio or landscape lighting must not infringe upon adjacent Lots. Mercury vapor lighting is not permitted. All accent lighting should be direct task type fixtures and should be as close to grade as possible. Moonlighting, up lighting or tip lighting is

allowed, but the light source must be hidden from public view. All exterior lighting must be approved by the Design Review Committee.

Section 5.15 Sidewalks. Each Lot Owner shall construct a sidewalk on each Street fronting each Lot owned by it and for corner Lots on both Streets fronting such Lot. Each Sidewalk shall be four (4') feet wide and located within the Street right of way, one (1') foot outside of the property line of the Lot parallel to the Street. All sidewalks shall comply with the rules, regulations and codes of Lafourche Parish, including but not limited to Lafourche Parish Subdivision Regulations of 2006 and as it may be amended from time to time. The Sidewalk should be constructed prior to substantial completion of the Residence on such Lot, but in no event later than occupancy of the Residence. In the event a Lot does not have a Residence constructed on it, a Lot Owner (other than Declarant) shall construct sidewalks on its Lot in accordance with this Section at the earlier of (i) six (6) months after the construction of sidewalks on the Lots adjoining such vacant Lot (but adjoining on one side for a corner Lot) or (ii) three (3) years after the effective date of these Restrictions; provided however a Lot Owner shall always have six (6) months after the initial purchase of a Lot from Declarant in order to construct sidewalks on its Lot in accordance with this Section.

Section 5.16 Screening. Mechanical devices (including but not limited to air conditioning and pool equipment) garbage containers and other similar objects visible from the Street, Reserve, or Golf Course must be screened from view by either fences, walls, plantings, or a combination thereof. Screening with plants and landscaping is to be accomplished with initial installation, not assumed growth at maturity.

Section 5.17 Licensed Contractors. Pursuant to the regulations set forth in La. R.S. 37:2150-2173. Each Lot Owner shall only use Louisiana Licensed General Contractors to construct their Residences.

ARTICLE VI

Home Owners Association

Section 6.01 Home Owners Association. In accordance with the provisions of La. R.S. 9:1141.1, et. Seq. and 9:1145, et. seq., and according to the provisions of Title 12 Chapter 2 of La. R.S. 12:201, et. seq., and in accordance with Chapter 2.2 of the Community Charter, Declarant, as owner of the Property, has created the home owners' association known as the LaTour Community Association, Inc., which is a Louisiana Nonprofit Corporation. Upon the purchase of a Lot, a Lot Owner will become a member of the LaTour Community Association. The rights of a member of LaTour Community Association shall be governed by the Community Charter, and the Articles of Incorporation and By-laws of the LaTour Community Association. A Lot Owner, as shown by the conveyance records of Lafourche Parish, shall be entitled to one (1) vote for each Lot owned by it and shall have such voting rights to be exercised as provided in the by-laws of the LaTour Community Association. In the event of

multiple owners of a Lot, such Lot Owners shall have only one vote and shall designate in writing to the LaTour Community Association the person authorized to vote for such Lot(s). A Lot Owner shall not have the right to sell, assign or transfer its membership in the LaTour Community Association to any person or entity separate from the transfer of ownership of the Lot related to such membership. The Membership shall be an appurtenance to the ownership of the Lot and cannot be divided from the ownership of such Lot.

Section 6.02 Duties. The Latour Community Association will have the right to (i) maintain and oversee the maintenance of the Lots in the development, all common areas, and maintain all Lake Servitudes, which maintenance shall include but not be limited to mowing, landscaping, hardscaping, dredging of the lakes as needed, the building of bulkheads and other erosion control structures as needed; (ii) collect all dues and fees owed on each Lot and send out notice of dues to each Lot Owner, (iii) in conjunction with the Design Review Committee, police and enforce these Restrictions (but the Design Review Committee shall have final control over the determination of any architectural or construction standards), (iv) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property and (v) provide such other services as may be authorized by its articles of incorporation and/or its bylaws, including the maintenance, mowing and landscaping of other common areas of LaTour and other phases of the development of LaTour Subdivision. The LaTour Community 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 other than Declarant, shall be assessed monthly dues in the amount of Fifty and no/100 (\$50.00) dollars per month payable annually (January) in advance to pay for the activities of the LaTour Community Association. Additionally, fees for Lot maintenance and a sewerage assessment, as described in Section 4.10 hereof, shall be paid annually in advance in January of each year, or should such Lot Owner elect, said fees and/or assessments may be paid in advance on the first of each month via auto-debit from the bank account or credit card account of such Lot Owner. The first year of Membership shall be prorated based on the number of months left in the year at the time of act of sale conveying ownership of a Lot to each new Lot Owner. First year dues will be calculated based next full month of ownership. Example: (If the Act of sale is passed on July 5th then the next month is August which means the Lot Owner should remit 5 months of dues to the LaTour Community Association within 30 days from the act of sale passage). The LaTour Community Association will send notice of dues to the last known address of such person on the records of the LaTour Community Association at the time of such mailing. In the event a Lot Owner does not pay the dues and/or fees owed on its Lot within thirty (30) days from the date of notice of dues, the Lot Owner shall also be liable to pay a late fee in an amount equal to \$15.00 per invoicing of dues. Each Lot Owner shall be personally and solidarily liable and responsible to the LaTour Community Association to pay all dues and fees assessed against his Lot, including all late fees and interest owed thereon to accrue at the applicable legal rate of interest, with such interest to accrue from the date of giving notice of default as provided in Section 6.04 and all other costs and expenses, including but not limited to attorney's fees, incurred by the LaTour Community Association and/or Design Review Committee in collecting the dues and fees owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

Dues, fees, and/or any assessments may be increased at the annual meeting of the LaTour Community Association or at a special meeting called for such purpose by the LaTour Community Association Board. Dues, fees, and/or any assessments may be decreased upon obtaining all of the

following (i) consent by a majority of the votes of the Lot Owners present and voting at annual meeting of the LaTour Community Association or at a special meeting called for such a purpose, (ii) consent of the Declarant and (iii) consent of the Board of Directors of the LaTour Community Association. Notwithstanding anything to the contrary contained herein, Declarant shall not be obligated to pay any dues to the LaTour Community Association.

Section 6.04 Lien Rights. Declarant hereby imposes upon all of the Lots the right of LaTour Community Association to impose and file in the mortgage records of Lafourche Parish a privilege against any Lot, including a privilege under La. R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues/fees, late charges, interest, charges or expenses imposed upon such Lot Owner by the LaTour Community Association and/or the Design Review Committee, including all reasonable attorney's fees incurred by the LaTour Community Association in collection dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

The LaTour Community Association shall give written notice of default to each Lot Owner of the failure to timely pay such dues, charges, or any other violation of these Restrictions; and such Lot Owner shall have ten (10) days from giving 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 LaTour Community Association 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 all dues/fees, late charges, and interest owed to the LaTour Community Association and/or damages for violations of these Restrictions, including all reasonable attorney's fees incurred by the LaTour Community Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing 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 to the LaTour Community Association and to enforce any privilege filed by the LaTour Community Association.

ARTICLE VII

General Provisions

Section 7.01 Duration. These Restrictions shall be charges against and burden the Property, all Improvements located on any Lot and any other property in the Property for an initial term commencing on the effective date hereof and ending on January 1, 2109 or may be terminated earlier in accordance with the provisions of their Declaration or under Louisiana law.

Section 7.02 Amendments to Restrictions. Subject to the prior written consent of the 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 and one-tenth (50.1%) percent of the total number of Lots located in the Property subject to these Restrictions, pursuant to any agreement duly executed and properly recorded in the appropriate records of Lafourche Parish, Louisiana. Notwithstanding the above, Declarant shall have the sole right to amend these Restrictions to (i) amend

the definition of the Property, from time to time, to increase the size of the Property and this shall remain for the duration of the Restrictions and (ii) amend these Restrictions, including modifying any of the use restrictions and/or minimum standards for construction (other than to increase the dues which are reserved to the LaTour Community Association as provided in Section 6.03) pursuant to a written amendment duly executed and properly recorded in the appropriate records of Lafourche Parish, Louisiana for a period expiring 730 days after the effective date of these Restrictions.

Section 7.03 Interpretations. If these Restrictions or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern.

Section 7.04 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 LaTour Community Association at the time of such mailing. If the event the Lot Owner has not given an address to the LaTour Community Association, the LaTour Community Association is allowed to send notice to the Lot Owner at the municipal address of the Lot owned by it. Any notice or demand that 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 in person) the same day as delivery, in each case addressed in accordance with the above.

Section 7.05 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 female, shall in all cases be assumed as though in each case fully expressed.

Section 7.06 Severability. Invalidity 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 7.07 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.

Section 7.08 Transfer of Rights. Declarant, its heirs, successors and assigns, may transfer any rights and duties it may have under these Restrictions to any subsequent purchaser of one or more of the Lots or to the LaTour Community Association upon written agreement by all applicable parties; and

upon the transfer of such rights and duties, Declarant shall be released and relieved of any further liability to any Lot Owner or to the LaTour Community Association under these Restrictions.

Section 7.09. Membership in LaTour Golf Club. All Lot Owners in LaTour Subdivision Phase 1 must maintain a membership at LaTour Golf Club. The purchase price of any Lot(s) in LaTour Subdivision Phase 1 shall include the initiation fee of a Resident Golf Membership at LaTour Golf Club, currently valued at \$5,000.00. At closing of any purchase of any Lot, the Purchaser thereof shall execute a membership agreement and agrees to be bound to the terms and conditions therein. Upon purchase of any Lot, it is understood by the Lot Owner that such Lot Owner shall be bound to pay the monthly dues associated with the acquired membership.

(Signature Page Follows)

THUS DONE AND PASSED, in multiple originals, in my office in Larose, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Declarant and me, Notary.

Witnesses:

Heather Parro
Print Name: Heather Parro

Rick Miller
Print Name: Rick Miller

La Cote, LLC

By: [Signature]
Print Name: Bonnie Brady Babin
Its: Authorized Agent

By: [Signature]
Print Name: John Brady III
Its: Authorized Agent

Wendy L. Curale
Notary Public
Print Name: Wendy L. Curale
LA Bar or Notary I.D. No.: 52291
My Commission Expires: at death

EXHIBIT "A"
Survey of LaTour Subdivision Phase I



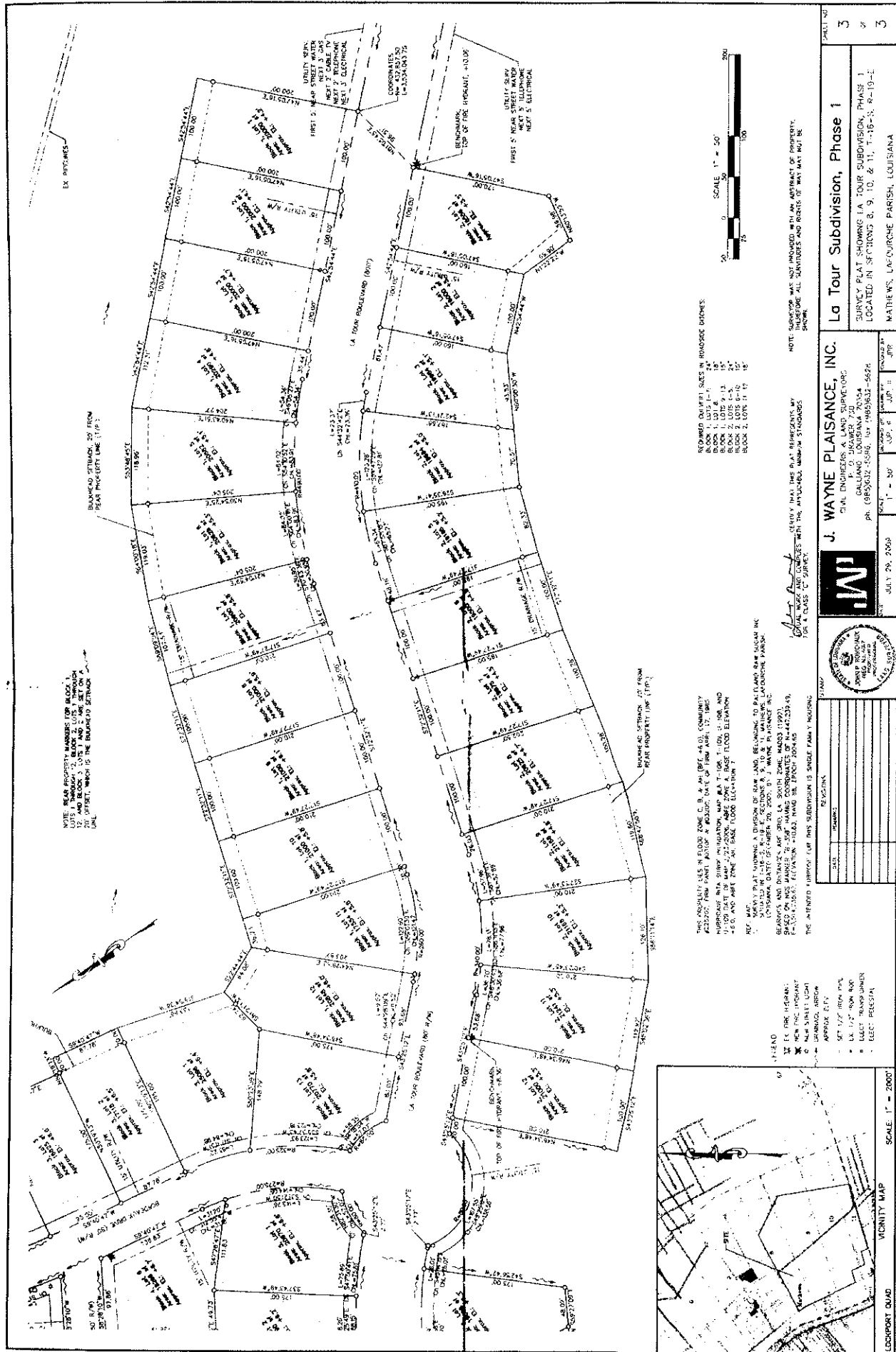


EXHIBIT "B"

LEGAL DESCRIPTION

1. Commencing at an existing 1/2" iron rod at the northwesterly point of Tract A of property formerly belonging to Prudential Agricultural Group as surveyed by Keneth L. Rembert on November 4, 1993, said point being the "Point of Beginning;" thence along the easterly right-of-way of Louisiana Highway 308 at a bearing of N 23°59'09" W a distance of 956.01' to an existing right-of-way marker; thence along the easterly right-of-way of Louisiana Highway 308 at a bearing of N 24°32'41" W a distance of 275.77' to an existing right-of-way marker; thence along the easterly right-of-way of Louisiana Highway 308 at a bearing of N 29° 42'51" W a distance of 217.81' to an existing right-of-way marker; thence along the easterly right-of-way of Louisiana Highway 308 at a bearing of N 20°26'47" W a distance of 513.11' to a set 1/2" iron pipe; thence at a bearing of N 72°10'49" E a distance of 911.41' to the center line of a railroad track; thence at a bearing of N 25°00'30" W along the center line of the railroad track a distance of 1385.60'; thence along the center line of the railroad track on a tangential curve to the left having a length of 559.57' and a radius of 2797.50' to the southern right-of-way of a farm-to-market road; thence along the southerly right-of-way of that farm-to-market road at a bearing of N 59°36'10" E a distance of 2050.32' to a set 1/2" iron pipe; thence along the southerly right-of-way of that farm-to-market road at a bearing of N 62°39'40" E a distance of 349.07' to a set 1/2" iron pipe; thence along the southerly right-of-way of that farm-to-market road at a bearing of N 63°51'40" E a distance of 1878.94' to a set PK nail in an asphalt road; thence along the westerly right-of-way of that farm-to-market road at a bearing of S 62°43'20" E a distance of 496.24' to a set 1/2" iron pipe; thence along the westerly right-of-way of that farm-to-market road at a bearing of S 27°16'40" W a distance of 5.00' to a set 1/2" iron pipe; thence along the westerly right-of-way of that farm-to-market road at a bearing of S 62°43'20" E a distance of 1604.61' to a set 1/2" iron pipe on the center line of an Entergy power line right-of-way; thence along the center line of the Entergy power line right-of-way at a bearing of S 9°36'59" E a distance of 3579.00' to a set 1/2" iron pipe on the northerly right-of-way of Louisiana Highway 654; thence along the northerly right-of-way of Louisiana Highway 654 along an arc with a chord bearing of S 70°23'23" W a distance of 141.68' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 65°3 8' 17" W a distance of 92.54' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 71°50'22" W a distance of 481.38' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 along an arc with a chord bearing of S 74°16'35" W a distance of 246.11' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 77°40'59" W a distance of 320.72' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 along an arc with a chord bearing of S 74°48'07" W a distance of 401.57' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 58°21'35" W a distance of 82.33' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 72°01'22" W a distance of 416.53' to a set 1/2" iron pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 17°58'38" E a distance of 20.00' to a set 1/2" iron

pipe; thence along the northerly right-of-way of Louisiana Highway 654 at a bearing of S 72°02'02" W a distance of 1108.34' to an existing 1/2" iron rod on the southeasterly corner of property formerly owned by Booker Drilling Company, as surveyed by Carl Heck on May 10, 1982, and revised on September 15, 1982; thence along said Booker Drilling Company property at a bearing of N 24°03'20" W a distance of 376.48' to a set 1/2" iron pipe; thence along said Booker Drilling Company property at a bearing of S 72°30'30" W a distance of 656.48' to a set 1/2" iron pipe; thence along said Booker Drilling Company property at a bearing of N 25°01'20" W a distance of 742.10' to an existing 1/2" iron rod; thence along said Booker Drilling Company property at a bearing of S 72°30'35" W a distance of 614.00' to an existing 1/2" iron rod on the apparent eastern right-of-way of a railroad track; thence along the apparent eastern right-of-way of that railroad track at a bearing of S 25°00'30"E a distance of 736.63'; thence at a bearing of S 72°28'28" W a distance of 60.52' to a set 1/2" iron pipe on the apparent western right-of-way of that railroad track; thence at a bearing of S 72°28'28" W a distance of 924.34' to the Point of Beginning.

Said property consists of 566.02 acres and is designated on a survey plat entitled "Raceland Raw Sugar, Inc., Raw Land Division, Survey Plat showing a division of Raw Land, Belonging to Raceland Raw Sugar, Inc., situated in T-16-S, R-19-E, Sections 8, 9, 10, & 11, Mathews, Lafourche Parish, Louisiana," by J. Wayne Plaisance, Inc., dated December 20, 2005, and duly filed in the conveyance records of Lafourche Parish, Louisiana, under Entry Number 995156. A portion of said property is additionally shown as all that property subdivided into the various residential lots comprising Phase I of LaTour Subdivision, as shown on that survey prepared by J. Wayne Plaisance, Inc., dated July 29, 2009 and recorded for record in the Conveyance records of Lafourche Parish, Louisiana under Entry Number 1075734.

Together with all buildings and improvements situated thereon, and all rights, ways, privileges, servitudes, and appurtenances thereto belonging or in anywise appertaining.

2. A certain tract of batture property situated in the Parish of Lafourche, State of Louisiana, on the left descending bank of Bayou Lafourche, consisting of approximately 3.559 acres, as shown on a survey plat prepared by J. Wayne Plaisance, Inc., Civil Engineers & Land Surveyors, dated December 20, 2005, said plat being entitled "Raceland Raw Sugar, Inc., Raw Land Division, Survey Plat showing a division of Raw Land, Belonging to Raceland Raw Sugar, Inc., situated in T-16-S, R-19-E, Sections 8, 9, 10, & 11, Mathews, Lafourche Parish, Louisiana," and duly filed in the conveyance records of Lafourche Parish, Louisiana, under Entry Number 995156. Said tract is bounded to the East by the Western right of way line of Louisiana Highway 308; to the West by the mean low water line of Bayou Lafourche; to the South by a projection of the Northern property line of Tract "A", property of Daniels W. Duplantis; and to the North by a projection of the Southern property line of the Pecan Tree Site.

Together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereto belonging or in anywise appertaining.