

C

ACT OF RESTRICTIONS FOR WOODCHASE SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 12th day of September, 1991, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODCHASE DEVELOPMENT CORPORATION, a Louisiana corporation having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by ROBERT P. BREAZEAL, JR., its President duly authorized by a resolution of the Board of Directors of said corporation, attached hereto (hereinafter referred to as the "Developer")

who did depose and say that Developer is the owner of:

Parcel 1-A-1

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges and servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana being identified as Tract 1-A-1 of a Resubdivision of Tract A and Tract 1 of the Resubdivision of Tract B of the Ralph M. Ford, et al property, as shown on a map prepared by Breaux & Associates, Inc. Engineers, dated February 6, 1991, revised August 12, 1991, entitled "Map Showing Resubdivision of Tract A and Tract 1 of Resubdivision of Tract B of the Ralph M. Ford, et al Property Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La. for Woodchase Development Corporation" said Tract being more particularly described as follows:

Begin at a one-half (1/2") inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10 degrees 22 minutes 49 seconds east along the westerly right-of-way line of Pollard Parkway, a distance of 60.59'; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 01 degrees 34 minutes 08 seconds west a distance of 340' to a point which point is the Point of Beginning; from the Point of Beginning proceed south 88 degrees 25 minutes 52 seconds east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 02 degrees 06 minutes 52 seconds west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23 degrees 45 minutes west along the section line separating Sections 94 and 43 and along the rear line of Lots 1 through 14, Pollard Estates a distance of 1,610.55' to a point and corner; thence north 66 degrees 15 minutes west a distance of 140' to a point and corner; thence south 23 degrees 45 minutes west a distance of 66.28' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 609.32' to a point and corner; thence south 26 degrees 12 minutes 59 seconds west a distance of 45.00' to a point and corner; thence north 63 degrees 47 minutes 01 seconds east a distance of 190.00' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 146.43' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 875.00' to a point and corner; thence south 63 degrees 47 minutes 01 seconds east a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 1,057.63' to point and corner; thence south 47 degrees 00 seconds east a distance of 543.24' to a point; thence south 61 degrees 29 minutes east a distance of 228.43 feet to a point; thence north 84 degrees 04 minutes 39 seconds east a distance of 27.74 feet to Point of Beginning.

Parcel 2

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana, being identified as Tract 2 of a Resubdivision of Tract B of a resubdivision of the Ralph M. Ford, et al property on a map prepared by Breaux & Associates, Inc., Engineers, dated November 15, 1990, revised November 29, 1990, entitled "Map Showing Boundary and Topographic Survey of Tract B of the Resubdivision of the Ralph M. Ford, et al Property, Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La." said Tract 2 containing 22.849 acres and being more particularly described as follows:

Begin at one-half (1/2) inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10°22'49" east along the westerly right-of-way line of Pollard Parkway a distance of 60.59' to a point; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 1°34'08" west a distance of 340' to a point and corner; thence south 88°25'52" east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 2°06'52" west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23°45' west a distance of 1,610.55' to Point of Beginning; from Point of Beginning proceed south 23°45' west along the section line separating Sections 94 and Section 43 and along the rear of Lots 14 through 24, Pollard Estates a distance of 1,140.12' to a point and corner; thence north 60°31'35" west a distance of 169.55' to a point and corner; thence north 59°40'31" west a distance of 818.23' to a point and corner; thence north 26°12'59" east a distance of 953.57' to a point and corner; thence south 63°47'01" east a distance of 190.00' to a point and corner; thence north 26°12'59" east a distance of 45' to a point and corner; thence south 63°47'01" east a distance of 609.32' to a point and corner; thence north 23°45' east a distance of 66.28' to a point and corner; thence south 66°15' east a distance of 140' to the Point of Beginning.

Developer has developed on Parcel 1-A-1 a single family residential subdivision known as Woodchase First Filing (consisting of Lots 1-14, 15-A, 15-B and 16-83, all inclusive) and intends on developing Woodchase Second Filing on Parcel 2 (the number of Lots to be designated on the final plat of Woodchase Second Filing, to be filed at a future date). These Restrictions shall burden the entire Property (however shall not be effective for Woodchase Second Filing until the final plat therefore has been filed of record).

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

1.
DEFINITIONS

1.1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

1.2 "Property" or "properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.

1.4 "Developer" shall mean and refer to Woodchase Development Corporation and to its successors and assigns.

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

1.6 "Woodchase" or "Subdivision". The entire Woodchase Subdivision, including all Filings constructed or planned.

1.7 "Restrictions" shall mean the entire body of this document entitled Woodchase Subdivision Restrictions.

2.
PURPOSE

2.1 Purpose. The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements to the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also the personal obligation of the Owner of each Lot in favor of the Owners of the other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges herein set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use of and improvement to the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use of and improvement to the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3.
ARCHITECTURAL CONTROL

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Woodchase Subdivision ("the Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of a majority of all the Owners. However, until at least ninety percent (90%) of the Lots in both Woodchase Subdivision First and Second Filings have been developed and transferred by sale or otherwise to Owners who will occupy the homes on the Lots as their principal residences, the Committee shall consist of two (2) members to be appointed by the Developer (the "Initial Committee"). The Developer may voluntarily relinquish control of the Committee to the Woodchase Homeowners Association at any time it may choose.

3.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee two sets of plans and specifications for the construction, remodeling of all residences, garages, building, fences and walls, swimming pools, greenhouses, and other significant improvement. Any submission of plans shall be accompanied by a \$50 Plan Review Fee, payable to the Committee. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed on any Lot except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions. Such Plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. Two sets of the following must be submitted:

- A. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building;
- B. A plot plan showing the location of all improvements and the plan for drainage and grading of the Lot;
- C. Plans, or detailed drawings, and specifications for landscaping of the Lot to be completed simultaneous with the completion of the building or other structure sought for approval.

Any other proposals to be brought before the Committee shall be submitted in writing and in detail.

3.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon and respond to properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months from the date of approval of the plans or proposals, then the approval is void.

3.5 Standards for Review. In approving or disapproving such plans, the Committee may require new construction and repair or remodeling to be consistent with these Restrictions and applicable zoning ordinances. The Committee may also require the exterior design and color of all construction, repair, and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the other Lots of the Property to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot. The Committee may make available, to requesting Owners a General Building Guidelines Manual setting forth the building and landscaping standards the Committee will be guided by when reviewing plans submitted to the Committee. This Manual will be used by the Committee only for guidance and the actual standards used by the Committee shall be at its sole discretion. The Manual may amended from time to time by the Committee in its complete discretion.

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

3.7 Variances. The Committee, at its sole discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, including a reduction of the required square footage not to exceed ten percent. Any plans on which waivers or deviations are approved must be signed by all members of the Committee.

3.8 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him, in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is

adjudged guilty of willful malfeasance or willful misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

3.9 Final Review. Prior to the occupancy or other use of any improvement on any Lot, the Lot Owner must give written notice to the Committee of the completion of such improvements. The Committee shall have five (5) days after receipt of such notice of completion in which to determine that such improvements were completed according to the plans and specifications previously submitted to and approved by the Committee. If the Committee finds the improvements were not properly completed, it may give notice of such deficiencies it finds to the Lot Owner, and no occupancy or other use of the improvements shall take place until such deficiencies are corrected to the satisfaction of the Committee. All remedies set forth in these Restrictions shall be available to the Committee to enforce compliance with the requirements of this section, including, but not limited to injunctive relieve. Notwithstanding the above to the contrary, the landscaping may be completed within sixty (60) days after occupancy of a residence. Any Lot Owner who does not complete the landscaping within the sixty (60) day period set forth above shall pay a fine of \$500 to the Developer (or the Association if formed), for each thirty (30) day period, the completion of the landscaping is delayed beyond the sixty (60) day completion period. The Developer (or Association if formed) shall have lien rights to enforce payment of such fine.

4.

RESTRICTIONS

4.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477 or "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. No more than one single family residence may be constructed on any Lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purposes of these Restrictions except for voting purposes.

4.2 Resubdivision of Lots. No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee approves such decision by majority consent. No resubdivision shall be allowed to make an additional building site in the Subdivision.

4.3 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.

4.4 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled. These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios and overhanging eaves. The minimum size requirements are as follows:

- (a) For single story houses on lots with more than 85 front feet, the minimum living area shall be 2,400 square feet and total roofed area, excluding overhang, shall be no less than 3,000 square feet.
- (b) For single story houses on lots with 85 Front Feet or less, the minimum living area shall be 2,200 square feet and total roofed area, excluding overhang, shall be no less than 2,800 square feet.
- (c) For all story and one-half houses and two story houses, the living area and total area shall be increased by 200 square feet.

4.5 Building Setback Lines. Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than eight (8) feet to the sideline of a Lot, except as may otherwise be shown on the official final plat of the Subdivision. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

4.6 Car Storage. Garage or carports shall accommodate not less than two or more than four cars. Garages or carports shall load from the side or rear and shall not face any street bordering the Lot, except garages constructed on corner Lots. If any part of a garage is located on the front one-half of a Lot, it must have a closing garage door approved by the Committee. Houses constructed on corner Lots shall include an attached or detached fully enclosed garage with a closing garage door approved by the Committee.

4.7 Configuration on Lot. Houses on Woodchase Blvd., except those on Lots 57, 32, 69, 83 and 135, must face Woodchase Blvd. Houses built on any corner lots in the Subdivision must face the street with the least amount of lot linear footage.

4.8 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

4.9 Servitudes Rights of Way and Utilities.

A. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

B. Developer has arranged for Gulf States Utilities Company (GSU) to install an electric distribution system providing residential service in the Subdivision which may include street lighting and for such purposes has granted GSU certain easements in the Subdivision. All facilities installed by GSU shall in all events remain the sole property of GSU. In connection with such utility services, the following restrictions and covenants are imposed and shall be binding enforceable as to each and all lots in the Subdivision.

- (1) GSU shall have an easement along, over and across each lot for the purpose of installing, constructing, maintaining, repairing, inspecting, replacing, removing, and operating its underground electric service drop, if GSU elects to furnish, and appurtenant facilities for residential service to such lot, the location of which shall be where such drop is originally placed by GSU in its discretion.
- (2) GSU shall be granted reasonable access for the purpose of enjoying such easement rights and all facilities installed by GSU shall remain its sole property. GSU shall have the right, but no obligation, to keep such easements clear of trees, bushes and other growths, or any hazards to its facilities, including the right to trim, cut or remove same without liability therefore.
- (3) The facilities of GSU shall not be disturbed or damaged and the area over GSU's facilities shall be kept free of excavations, structures, trees and other obstructions.
- (4) The locked rotor current of any motor or other equipment connected to GSU's service shall be limited in accordance with applicable safety codes and the standard service practices of GSU.
- (5) Residential and street lighting service in the Subdivision shall be provided subject to GSU's general terms and conditions and charged for in accordance with applicable rate schedules, GSU having the right in all events to change the terms, conditions, and rate applicable to such class of service from time to time and at any time.
- (6) After Developer's responsibility (if any) for the cost of street lighting service ceases, the Owner of each Lot, and all successors in title thereto, shall be liable for and shall pay an amount reasonably allocated to such Lot by GSU based upon the going rate of such service, as may be

provided in GSU's specified rate schedule for such service, and in superseding rate schedules, except during any period that full responsibility for such street lighting and payment for such facilities and energy and energy consumed thereby is assumed and paid to GSU by a municipality or other governmental body.

4.10 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and at least twenty (20) feet tall may be removed from any Lot, unless it is in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of lots is prohibited. Each Owner who violates this restriction knowingly or unknowingly, agrees to pay the Association a sum of Three Hundred and no/100 Dollars (\$300.00) for each tree removed in violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6 of these Restrictions.

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

4.12 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law.

4.8 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

4.9 Servitudes Rights of Way and Utilities.

A. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

B. Developer has arranged for Gulf States Utilities Company (GSU) to install an electric distribution system providing residential service in the Subdivision which may include street lighting and for such purposes has granted GSU certain easements in the Subdivision. All facilities installed by GSU shall in all events remain the sole property of GSU. In connection with such utility services, the following restrictions and covenants are imposed and shall be binding enforceable as to each and all lots in the Subdivision.

- (1) GSU shall have an easement along, over and across each lot for the purpose of installing, constructing, maintaining, repairing, inspecting, replacing, removing, and operating its underground electric service drop, if GSU elects to furnish, and appurtenant facilities for residential service to such lot, the location of which shall be where such drop is originally placed by GSU in its discretion.
- (2) GSU shall be granted reasonable access for the purpose of enjoying such easement rights and all facilities installed by GSU shall remain its sole property. GSU shall have the right, but no obligation, to keep such easements clear of trees, bushes and other growths, or any hazards to its facilities, including the right to trim, cut or remove same without liability therefore.
- (3) The facilities of GSU shall not be disturbed or damaged and the area over GSU's facilities shall be kept free of excavations, structures, trees and other obstructions.
- (4) The locked rotor current of any motor or other equipment connected to GSU's service shall be limited in accordance with applicable safety codes and the standard service practices of GSU.
- (5) Residential and street lighting service in the Subdivision shall be provided subject to GSU's general terms and conditions and charged for in accordance with applicable rate schedules, GSU having the right in all events to change the terms, conditions, and rate applicable to such class of service from time to time and at any time.
- (6) After Developer's responsibility (if any) for the cost of street lighting service ceases, the Owner of each Lot, and all successors in title thereto, shall be liable for and shall pay an amount reasonably allocated to such Lot by GSU based upon the going rate of such service, as may be

provided in GSU's specified rate schedule for such service, and in superseding rate schedules, except during any period that full responsibility for such street lighting and payment for such facilities and energy and energy consumed thereby is assumed and paid to GSU by a municipality or other governmental body.

4.10 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and at least twenty (20) feet tall may be removed from any Lot, unless it is in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of lots is prohibited. Each Owner who violates this restriction knowingly or unknowingly, agrees to pay the Association a sum of Three Hundred and no/100 Dollars (\$300.00) for each tree removed in violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6 of these Restrictions.

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

4.12 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law.

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

4.14 Lot Maintenance. Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals after such Lot is initially cleared so as to maintain the same in a neat and attractive manner. Until the initial clearing of any Lot, the Developer will clean and mow an area from the curb to six (6) feet behind the sidewalk. After the sale of any Lot, the Owner thereof will do the same until the entire Lot is cleared. If Lots are not mowed by Owner, such Lots will be mowed monthly by Developer (or its designee) and Owner will be billed \$25.00 per mowing for each Lot mowed.

4.15 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the East Baton Rouge Health Unit.

4.16 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same Lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision.

4.17 Signs. No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision, shall be displayed on any Lot. The Developer is excepted from this restriction.

4.18 Fences.

A. No fence or wall shall be constructed nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood or other natural material of similar appearance if approved by the Committee prior to commencement of construction. An exception to this paragraph shall be the chain link fence along the rear property line of Lot 22, and Lots 24 through 31, and any other fence where required by law along a drainage servitude, which shall be allowed.

B. If no residence is built on a Lot, then any fence on such Lot must be at least fifty feet back from any street bordering the Lot, with reasonable landscaping on any side of the fence facing any street. Further, the fence must be solid and, if wooden, must be built with galvanized metal posts, or treated wooden posts, set in concrete. All fences and landscaping must be approved by the Architectural Control Committee prior to the construction or installation thereof. The only exception to the provisions of this paragraph is that a fence shall be allowed at any location determined by Developer on lots 1 and 2 of the Subdivision, while such lots are owned by Developer.

4.19 Satellite Dishes. A Television Satellite Dish may be installed on any Lot provided that it is located within the rear twenty five (25) feet of the Lot and is surrounded by a solid fence not less than five (5) feet tall. The Architectural Control Committee must approve the location of any Satellite Dish.

4.20 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Woodchase Mailbox"), as to design, construction, material and color, to be used for all lots in the Subdivision. When a house is built on any lot, the Owner thereof shall only use a Woodchase Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner.

4.21 Parking, Trailers and RV's. No house trailers, recreational vehicles, trailers, school buses, boats, motor homes, commercial vehicles, or trucks shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the street on which the Lot fronts.

4.22 Antennas, Outside Lighting and Outside Sound. No outside above ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front extension of the residence or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.

4.23 Fireplace Flues. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue (other than one made of copper or a material having a copper or bronze color) must be screened from view with brick or stucco only (no wood shall be allowed for this purpose).

4.24 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

4.25 Outbuildings. No accessory buildings (including, but not limited to, workshops, garden centers, greenhouses, storage buildings, gazebos and pool houses) shall be constructed on any Lot without the owner of the Lot having obtained the prior written approval of the Architectural Control Committee.

5. HOMEOWNERS ASSOCIATION

5.1 Organization. The Woodchase Homeowner's Association (the "Association") shall be formed by Developer when 75% of all Lots, either proposed or developed in Woodchase, are sold to Owners other than the Developer. There will be one Association for the First and Second Filings of Woodchase. When the Developer initially forms the Association, the Developer shall appoint interim officers and an interim Board of Directors to serve for a period of one (1) year. The interim officers appointed shall be a President (who shall also serve as Chairman of the Board of Directors), Vice President, Secretary and Treasurer. The interim Board of Directors shall consist of seven (7) members, those being the interim officers and three (3) at large directors. During the term of the interim Board of Directors, they shall all the first annual meeting of the Association and at such meeting present By-Laws for approval, and call for the election of the next Board of Directors.

5.2 Membership and Voting. Every Owner of a Lot, including the Developer, shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All Owners, including Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.3 Responsibilities. It will be the responsibility of the Association to:

- A. Elect a Board of Directors to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision.
- D. Provide for the maintenance of the Woodchase Boulevard median, the Subdivision entrance, the Subdivision sign and any other areas or items so approved by the Association.
- E. Provide for the maintenance and replacement, when necessary, of the street light poles on Woodchase Blvd.
- F. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.

6. ASSESSMENTS

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

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

6.3 Establishment of Assessments and Dues. The assessments and/or dues shall be established by an affirmative vote of a majority of the votes of the total membership as indicated hereinabove.

6.4 Notice Regarding Assessments. Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all Owners not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum.

6.5 Assessment Rate. Both annual and special assessments must be fixed at a rate of (25%) for unoccupied Lots and 100% for occupied Lots and may be collected on a monthly basis. There shall be no assessment for lots owned by the Developer.

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

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

7.

GENERAL PROVISIONS

7.1 Strict Interpretation of Restrictions. These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

7.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgement, or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees to be fixed and awarded by the court.

7.3 Duration. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years.

7.4 Amendment. Prior to the formation of the Woodchase Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the Owners of Lots. After the formation of the Woodchase Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, an amendment to these Restrictions shall only be effective by the written act executed by the then Owners of seventy-five (75%) percent of all Lots (Woodchase First and Second Filings). After expiration of the initial twenty-five (25) year term of these Restrictions, these Restrictions may be amended by the written act executed by the majority of the Owners of Lots. Notwithstanding anything herein above to the contrary, however, so long as the Developer is an owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

7.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.

7.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

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

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

Witnesses:

Woodchase Development Corporation

Norbert L. Blue
Byron W. Blue

By: [Signature]
Robert P. Breazeale, Jr., President

[Signature]
Notary Public

RESTRICT

E. HARRY SWTERS
Notary Public, Parish of East Baton Rouge, State of LA.
My Commission is issued for life.

RESOLUTION OF WOODCHASE DEVELOPMENT CORPORATION

I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, hereby certify that a meeting of the Board of Directors of said Corporation was held at its office in Baton Rouge, LA on the 12th day of September, 1991, at which meeting all of the directors were present and notice of the meeting was waived, the following resolutions were adopted and have not been modified, repealed or rescinded and are still in full force and effect:

BE IT RESOLVED that this Corporation execute an Act of Restrictions for Woodchase Subdivision which shall burden the First and Second Filing of the Subdivision which this Corporation is involved in developing.

BE IT FURTHER RESOLVED that Robert P. Breazeale, Jr., President of this Corporation, is hereby authorized and instructed to execute said Act of Restrictions for Woodchase Subdivision in the name of this Corporation in a form and content as he may decide in his complete discretion. Anything Robert P. Breazeale, Jr., as President of this Corporation, may do or cause to be done by virtue of this Resolution shall be the act and deed of this Corporation and shall be binding thereon.

I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, do hereby certify that the above and foregoing is a correct resolution adopted at a meeting of the Board of Directors of said Corporation on the 12th day of September, 1991 at Baton Rouge, LA, at which meeting all directors were present.

THUS EXECUTED in Baton Rouge, LA, this 12th day of September, 1991.

E. Hardy Swyers, Secretary
Woodchase Development Corporation

Attest:


Robert P. Breazeale, Jr., President
Woodchase Development Corporation

ORIG 513 (001 10251
FILED AND RECORDED
EAST BATON MOBILE PARISH LA
1991 SEPT 17 PM 05:14
FTL BK FOLIO
PHILIP H. BERRY
CLERK OF COURTY & RECORDS
CERTIFIED TRUE COPY
BY
DEPUTY CLERK & RECORDS

C

RECORDED _____
ORIGINAL _____
BUNDLE _____

ADOPTED
METROPOLITAN COUNCIL

NOV 24 1993

Donald Nijoka
COUNCIL ADMINISTRATOR

924

ORDINANCE 9770

REVOKING THE DEDICATION OF A DRAINAGE
SERVITUDE LOCATED ON LOTS 2, 3, 4, 5 AND
6, WOODCHASE SUBDIVISION, FIRST FILING.

ORIG 602 BNOL 10459

WHEREAS, the owner of Lots 2, 3, 4, 5 and 6 of Woodchase Subdivision, First Filing, has requested the revocation of a portion of a drainage servitude affecting said property; and

WHEREAS, that portion of the drainage servitude herein contemplated for a revocation is no longer required for public purpose, and this Council believes that it would be in the public interest to grant the mentioned request:

NOW, THEREFORE, BE IT ORDAINED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The dedication of a portion of a drainage servitude on Lots 2, 3, 4, 5 and 6 of Woodchase Subdivision, First Filing, as shown on a "Plat Showing Portion of Drainage Servitude to be Revoked on Lots 2, 3, 4, 5 and 6, Woodchase Subdivision, First Filing," dated September 28, 1993, prepared by R. L. Breaux, R.L.S., being more particularly described as follows:

Commence on the right-of-way line on Woodchase Boulevard at the common corner between Lots 6 and 7, thence North 28°23'55" West along the common line between Lots 6 and 7 for a distance of 132' to the POINT OF BEGINNING, thence North 57°14'38" East a distance of 270.78' to a point and corner, thence North 53°46'21" East 140' to a point and corner, thence South 28°23'55" East a distance of 79.8' to a point and corner, thence South 75°07'44" West, a distance of 32.14' to a point and corner, thence South 67°14'17" West for a distance of 107.97' to a point and corner, thence South 57°10'18" West 90.27' to a point and corner, thence South 66°02'55" West for a distance of 90.27' to a point and corner, thence South 75°20'16" West for a distance of 92.65' to the POINT OF BEGINNING, all as shown on a "Plat showing a portion of drainage servitude to be revoked on Lots 2, 3, 4, 5 and 6, Woodchase Subdivision, First Filing," dated September 28, 1993, prepared by R.L. Breaux, R.L.S.,

is hereby revoked and set aside as no longer needed for public use, pursuant to the provisions of L.R.S. 48:701, et seq. The portion of the existing 15 foot sanitary sewer servitude between Lot 2 and

Lot 3, Woodchase Subdivision, First Filing, (7.5 foot off each lot)
is not revoked.

Section 2. This Council does not warrant its authority
to act pursuant to the above cited provisions of the Revised
Statutes, not does it warrant title to any of the property
contained in the area abandoned herein.

ORIG 602 BMDL 10459

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1993 NOV 29 PM 01:57:58
FTL BK FOLIO

DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER

**CERTIFIED
A TRUE COPY**

NOV 24 1993

Danise Hoffman
Assistant Council Administrator

SEE ATTACHMENT

ATTACHMENT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

RESTRICTION AFFECTING USE OF PROPERTY

On the 24th day of November 1993, in the presence of the undersigned witnesses and Notary Public, personally came and appeared:

Woodchase Development Corporation, a Louisiana corporation, domiciled in East Baton Rouge Parish, Louisiana, appearing herein through E. Hardy Swyers, its duly authorized officer, whose mailing address is Suite 6A, 5800 One Perkins Place, Baton Rouge, Louisiana 70808 and whose Federal Taxpayer Identification Number is 72-1178072 (herein referred to as "Woodchase");

who declare as follows:

1. Woodchase is the owner of the following described property located in Woodchase Subdivision, First Filing, East Baton Rouge Parish, Louisiana.

One (1) certain lot or parcel of ground, together with all of the buildings and improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lot 1-A in that subdivision known as WOODCHASE, FIRST FILING, and being more particularly designated according to the " Map Showing a Resubdivision of Lots _____ Located in Sec. 94, T-7-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana, and For: WOODCHASE DEVELOPMENT CORPORATION" made by Breaux & Associates, Inc., R.L. Breaux, R.L.S., dated November __, 1993 which plat was filed of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana on November __, 1993 as Original __, Bundle _____.

2. Woodchase hereby imposes this Restriction Affecting the Use of Property, and hereby covenants and agrees that use of Lot 1-A shall be restricted and limited as set forth below. This restriction shall be a covenant running with the land and shall be binding on all parties having any right, title or interest in Lot 1-A, or any portion thereof, and on all future owners of Lot 1-A, their successors heirs and assigns.

3. Woodchase covenants and agrees that no offsite fill or dirt shall be brought on Lot 1-A unless the owner mitigates or offsets one hundred percent (100%) of the impact of the fill from other portions of Lot 1-A. The determination of compliance with the provisions of this shall be made by the Department of Public Works of the Parish of East Baton Rouge or by a Civil Engineer licensed to do business in Louisiana.

4. The owner of Lot 1-A shall otherwise comply with all governmental law and ordinances affecting the use of Lot 1-A.

5. The provisions of the Restriction on Use of Property shall be enforced by the City/Parish of East Baton Rouge.

6. The Restriction imposed by this Act shall be strictly enforced, construed and interpreted. Notice of any violation of this restriction shall be sent by United States mail at the last known address of the person who appears as the owner on the public records at the time of the giving of notice.

This act has been passed in Baton Rouge, the Parish of East Baton Rouge, State of Louisiana, on the dated indicated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

Witnesses:

Debra S. Ridge
Susan L. Williams

Woodchase Development Corporation
Federal ID# 72-1178072

By: E. Hardy Swyers
E. Hardy Swyers, Its Duty
Authorized Officer

Randy C. L.
Notary Public

ATTACHED
TO

NOV 29 1993

ORIG 602 BDLE 10459

**FIRST AMENDMENT TO ACT OF RESTRICTIONS
FOR WOODCHASE SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

ORIG 502 FILE 10052

BE IT KNOWN that on this 23rd day of September, 1991, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODCHASE DEVELOPMENT CORPORATION its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by **ROBERT P. BREAZEAL, JR.**, its President, duly authorized by a resolution of the Board of Directors of said Corporation, attached hereto (referred to as "Developer")

who did depose and say that Developer is the owner of:

Parcel 1-A-1

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges and servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana being identified as Tract 1-A-1 of a Resubdivision of Tract A and Tract 1 of the Resubdivision of Tract B of the Ralph M. Ford, et al property, as shown on a map prepared by Breaux & Associates, Inc. Engineers, dated February 6, 1991, revised August 12, 1991, entitled "Map Showing Resubdivision of Tract A and Tract 1 of Resubdivision of Tract B of the Ralph M. Ford, et al Property Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La. for Woodchase Development Corporation" said Tract being more particularly described as follows:

Begin at a one-half (1/2") inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10 degrees 22 minutes 49 seconds east along the westerly right-of-way line of Pollard Parkway, a distance of 60.89'; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 01 degrees 34 minutes 08 seconds west a distance of 340' to a point which point is the Point of Beginning; from the Point of Beginning proceed south 00 degrees 25 minutes 52 seconds east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 02 degrees 06 minutes 52 seconds west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23 degrees 45 minutes west along the section line separating Sections 94 and 43 and along the rear line of Lots 1 through 14, Pollard Estates a distance of 1,610.55' to a point and corner; thence north 66 degrees 15 minutes west a distance of 140' to a point and corner; thence south 23 degrees 45 minutes west a distance of 66.28' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 609.32' to a point and corner; thence south 26 degrees 12 minutes 59 seconds west a distance of 45.00' to a point and corner; thence north 63 degrees 47 minutes 01 seconds east a distance of 190.00' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 146.43' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 875.00' to a point and corner; thence south 63 degrees 47 minutes 01 seconds east a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 1,057.63' to point and corner; thence south 47 degrees 00 seconds east a distance of 543.24' to a point; thence south 61 degrees 29 minutes east a distance of 228.43 feet to a point; thence north 04 degrees 04 minutes 39 seconds east a distance of 27.74 feet to Point of Beginning.

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana, being identified as Tract 2 of a Resubdivision of Tract B of a resubdivision of the Ralph M. Ford, et al property on a map prepared by Breaux & Associates, Inc., Engineers, dated November 15, 1990, revised November 29, 1990, entitled "Map Showing Boundary and Topographic Survey of Tract B of the Resubdivision of the Ralph M. Ford, et al Property, Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La." said Tract 2 containing 22.849 acres and being more particularly described as follows:

Begin at one-half (1/2) inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10°22'49" east along the westerly right-of-way line of Pollard Parkway a distance of 60.59' to a point; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 1°34'08" west a distance of 340' to a point and corner; thence south 88°25'52" east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 2°06'52" west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23°45' west a distance of 1,610.55' to Point of Beginning; from Point of Beginning proceed south 23°45' west along the section line separating Sections 94 and Section 43 and along the rear of Lots 14 through 24, Pollard Estates a distance of 1,140.12' to a point and corner; thence north 60°31'35" west a distance of 169.55' to a point and corner; thence north 59°40'31" west a distance of 818.23' to a point and corner; thence north 26°12'59" east a distance of 953.57' to a point and corner; thence south 63°47'01" east a distance of 190.00' to a point and corner; thence north 26°12'59" east a distance of 45' to a point and corner; thence south 63°47'01" east a distance of 609.32' to a point and corner; thence north 23°45' east a distance of 66.28' to a point and corner; thence south 66°15' east a distance of 140' to the Point of Beginning.

WHEREAS, Developer executed an Act of Restrictions for Woodchase Subdivision on September 12, 1991 which was recorded in the official records of East Baton Rouge Parish as Original 513 Bundle 10251, and

WHEREAS, Developer wishes to amend said Act of Restrictions for Woodchase Subdivision;


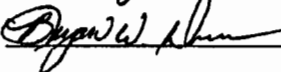
NOW, THEREFORE, the Act of Restrictions for Woodchase Subdivision are hereby amended as follows:

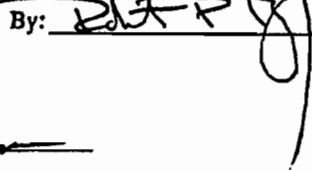
1. Section B of Article 3.3 Submission of Plans is hereby amended so as to read as follows:
"B. A plot plan showing the location of all improvements to be constructed on the Lot;" All other aspects of Article 3.3 remain the same and in full force and effect.
2. Except as amended hereby, the Act of Restrictions for Woodchase Subdivision remain the same and in full force and effect.

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

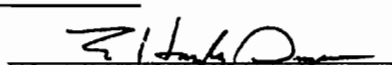
Witnesses:

Woodchase Development Corporation

By: 

resoluti.rst


Notary Public

E. HARDY SNYERS
Notary Public, Parish of East Baton Rouge, State of La.
My Commission is issued for life.

RESOLUTION OF WOODCHASE DEVELOPMENT CORPORATION


I, **E. HARDY SWYERS**, Secretary of Woodchase Development Corporation, hereby certify that a meeting of the Board of Directors of said Corporation was held at its office in Baton Rouge, LA on the 23rd day of September, 1991, at which meeting all of the directors were present and notice of the meeting was waived, the following resolutions were adopted and have not been modified, repealed or rescinded and are still in full force and effect:

BE IT RESOLVED that this Corporation execute the First Amendment to the Act of Restrictions for Woodchase Subdivision whereby the requirement for submission of a drainage plan to the Architectural Control Committee is deleted from the Restrictions.


BE IT FURTHER RESOLVED that Robert P. Breazeale, Jr., President of this Corporation, is hereby authorized and instructed to execute said First Amendment to the Act of Restrictions for Woodchase Subdivision in the name of this Corporation in a form and content as he may decide in his complete discretion. Anything Robert P. Breazeale, Jr., as President of this Corporation, may do or cause to be done by virtue of this Resolution shall be the act and deed of this Corporation and shall be binding thereon.

I, **E. HARDY SWYERS**, Secretary of Woodchase Development Corporation, do hereby certify that the above and foregoing is a correct resolution adopted at a meeting of the Board of Directors of said Corporation on the 23rd day of September, 1991 at Baton Rouge, LA, at which meeting all directors were present.

THUS EXECUTED in Baton Rouge, LA, this 23rd day of September, 1991.


E. Hardy Swyers, Secretary
Woodchase Development Corporation

Attest:


Robert P. Breazeale, Jr., President
Woodchase Development Corporation

ORIG 502 BNOL 10252

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1991 SEPT 23 PM 12:18:29
FTL BK FOLIO
PHILIP N. BURT
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER

C

SECOND AMENDMENT TO THE ACT OF RESTRICTIONS OF WOODCHASE SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ORIG 492 BNDL 10262

BE IT KNOWN that on this 1st day of November, 1991, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODCHASE DEVELOPMENT CORPORATION, a Louisiana corporation having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by ROBERT P. BREAZEAL, JR., its President duly authorized by a resolution of the Board of Directors of said corporation, attached hereto (hereinafter referred to as the "Developer")

who did depose and say that Developer is the owner of:

Parcel 1-A-1

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges and servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana being identified as Tract 1-A-1 of a Resubdivision of Tract A and Tract 1 of the Resubdivision of Tract B of the Ralph M. Ford, et al property, as shown on a map prepared by Breaux & Associates, Inc. Engineers, dated February 6, 1991, revised August 12, 1991, entitled "Map Showing Resubdivision of Tract A and Tract 1 of Resubdivision of Tract B of the Ralph M. Ford, et al Property Located in Section 94, T7S-R1E, Q1D of La., East Baton Rouge Parish, La. for Woodchase Development Corporation" said Tract being more particularly described as follows:

Begin at a one-half (1/2") inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point-A" on the map referred to hereinabove and proceed south 10 degrees 22 minutes 49 seconds east along the westerly right-of-way line of Pollard Parkway, a distance of 60.59'; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 01 degrees 34 minutes 08 seconds west a distance of 340' to a point which point is the Point of Beginning; from the Point of Beginning proceed south 08 degrees 23 minutes 52 seconds east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 02 degrees 06 minutes 52 seconds west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23 degrees 45 minutes west along the section line separating Sections 94 and 43 and along the rear line of Lots 1 through 14, Pollard Estates a distance of 1,610.55' to a point and corner; thence north 66 degrees 15 minutes west a distance of 140' to a point and corner; thence south 23 degrees 45 minutes west a distance of 66.28' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 609.32' to a point and corner; thence south 26 degrees 12 minutes 59 seconds west a distance of 45.00' to a point and corner; thence north 63 degrees 47 minutes 01 seconds east a distance of 190.00' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 146.43' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 875.00' to a point and corner; thence south 63 degrees 47 minutes 01 seconds east a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 1,057.63' to point and corner; thence south 47 degrees 00 seconds east a distance of 543.24' to a point; thence south 61 degrees 29 minutes east a distance of 228.43 feet to a point; thence north 84 degrees 04 minutes 39 seconds east a distance of 27.74 feet to Point of Beginning.

Parcel 2

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana, being identified as Tract 2 of a Resubdivision of Tract B of a resubdivision of the Ralph M. Ford, et al property on a map prepared by Dreaux & Associates, Inc., Engineers, dated November 15, 1990, revised November 29, 1990, entitled "Map Showing Boundary and Topographic Survey of Tract B of the Resubdivision of the Ralph M. Ford, et al Property, Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La." said Tract 2 containing 22.849 acres and being more particularly described as follows:

Begin at one-half (1/2) inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10°22'49" east along the westerly right-of-way line of Pollard Parkway a distance of 60.59' to a point; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 1°34'08" west a distance of 340' to a point and corner; thence south 88°25'52" east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 2°06'52" west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23°45' west a distance of 1,610.55' to Point of Beginning; from Point of Beginning proceed south 23°45' west along the section line separating Sections 94 and Section 43 and along the rear of Lots 14 through 24, Pollard Estates a distance of 1,140.12' to a point and corner; thence north 60°31'35" west a distance of 169.55' to a point and corner; thence north 59°40'31" west a distance of 818.23' to a point and corner; thence north 26°12'59" east a distance of 953.57' to a point and corner; thence south 63°47'01" east a distance of 190.00' to a point and corner; thence north 26°12'59" east a distance of 45' to a point and corner; thence south 63°47'01" east a distance of 609.32' to a point and corner; thence north 23°45' east a distance of 66.28' to a point and corner; thence south 66°15' east a distance of 140' to the Point of Beginning.

WHEREAS, Developer executed an Act of Restrictions for Woodchase Subdivision on September 23, 1991 which was recorded in the official records of East Baton Rouge Parish as Original 513 Bundle 10251, which Restrictions were amended by the First Amendment to the Act of Restrictions for Woodchase Subdivision on September 23, 1991, recorded in the official records of East Baton Rouge Parish as Original 502 Bundle 10252, and

WHEREAS, Developer wishes to further amend the Act of Restrictions for Woodchase Subdivision;

NOW, THEREFORE, the Act of Restrictions for Woodchase Subdivision are hereby amended as follows:

1. Article 4.26 is hereby added to the Restrictions as follows:

4.26 Construction Deposit. Prior to commencement of construction on any Lot, the Lot Owner shall make (or the Lot Owner shall cause his builder to make) a \$500.00 construction deposit payable to Woodchase Development Corporation (after formation of the Woodchase Homeowners Association, payment of the construction deposit shall be payable to the Association). The purpose of the Construction Deposit is to insure a clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Architectural Control Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within ten days after the date of the notice, the violation or damage may be corrected by the Architectural Control Committee and the cost of the same shall be charged to the Lot Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Developer (or Association if formed) shall have lien rights to enforce the payment of any amount billed but not collected within thirty days after the date of such bill. If no violations or damage occurs, the construction deposit will be refunded to the Lot Owner in full after a satisfactory final review (as set forth in Article 3.9). To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the Lot Owner after the satisfactory final review.

2. Except as amended hereby (and by the First Amendment to the Act of Restrictions) the Act of Restrictions for Woodchase Subdivision remain the same and in full force and effect.

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

Witnesses:

Kosaly L. Hill
Byron W. Allen

Woodchase Development Corporation

By: [Signature]

[Signature]
Notary Public

E. HARDY SWYERS
Notary Public, Parish of East Baton Rouge, State of La.
My Commission is issued for life.

RESOLUTION OF WOODCHASE DEVELOPMENT CORPORATION

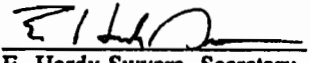
I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, hereby certify that a meeting of the Board of Directors of said Corporation was held at its office in Baton Rouge, LA on the 1st day of November, 1991, at which meeting all of the directors were present and notice of the meeting was waived, the following resolutions were adopted and have not been modified, repealed or rescinded and are still in full force and effect:

BE IT RESOLVED that this Corporation execute the Second Amendment to the Act of Restrictions for Woodchase Subdivision whereby it instituted a requirement for a construction deposit of \$500.00, which deposit is to be submitted to the Corporation prior to construction activity commencing.

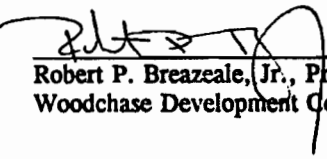
BE IT FURTHER RESOLVED that Robert P. Breazeale, Jr., President of this Corporation, is hereby authorized and instructed to execute said Second Amendment to the Act of Restrictions for Woodchase Subdivision in the name of this Corporation in a form and content as he may decide in his complete discretion. Anything Robert P. Breazeale, Jr., as President of this Corporation, may do or cause to be done by virtue of this Resolution shall be the act and deed of this Corporation and shall be binding thereon.

I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, do hereby certify that the above and foregoing is a correct resolution adopted at a meeting of the Board of Directors of said Corporation on the 1st day of November, 1991 at Baton Rouge, LA, at which meeting all directors were present.

THUS EXECUTED in Baton Rouge, LA, this 1st day of November, 1991.


E. Hardy Swyers, Secretary
Woodchase Development Corporation

Attest:


Robert P. Breazeale, Jr., President
Woodchase Development Corporation

ORIG 492 BNDL 10262

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1991 NOV 05 AM 08:03:07
FTL BK FOLIO
PHILIP N. BURT
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER



THIRD AMENDMENT TO THE ACT OF RESTRICTIONS OF
WOODCHASE SUBDIVISION

BNOL 10302

746

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 28th day of April, 1992, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODCHASE DEVELOPMENT CORPORATION, a Louisiana corporation having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by ROBERT P. BREAZEALE, JR., its President duly authorized by a resolution of the Board of Directors of said corporation, attached hereto (hereinafter referred to as the "Developer"),

who did depose that Developer was the owner of the following property:

Parcel 1-A-1

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges and servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana being identified as Tract 1-A-1 of a Resubdivision of Tract A and Tract 1 of the Resubdivision of Tract B of the Ralph M. Ford, et al property, as shown on a map prepared by Breaux & Associates, Inc. Engineers, dated February 6, 1991, revised August 12, 1991, entitled "Map Showing Resubdivision of Tract A and Tract 1 of Resubdivision of Tract B of the Ralph M. Ford, et al Property Located in Section 94, T7S-R1E, Q1D of La., East Baton Rouge Parish, La. for Woodchase Development Corporation" said Tract being more particularly described as follows:

Begin at a one-half (1/2") inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10 degrees 22 minutes 49 seconds east along the westerly right-of-way line of Pollard Parkway, a distance of 60.59'; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 01 degrees 34 minutes 08 seconds west a distance of 340' to a point which point is the Point of Beginning; from the Point of Beginning proceed south 88 degrees 25 minutes 52 seconds east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 02 degrees 06 minutes 52 seconds west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23 degrees 45 minutes west along the section line separating Sections 94 and 43 and along the rear line of Lots 1 through 14, Pollard Estates a distance of 1,610.55' to a point and corner; thence north 66 degrees 15 minutes west a distance of 140' to a point and corner; thence south 23 degrees 45 minutes west a distance of 66.20' to a point and corner; thence north 63 degrees 47 minutes 01 seconds west a distance of 609.32' to a point and corner; thence south 26 degrees 12 minutes 59 seconds west a distance of 45.00' to a point and corner; thence north 63 degrees 47 minutes 01 seconds east a distance of 190.00' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 146.43' to a point and corner; thence north 63 degrees 47 minutes 01

seconds west a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 875.00' to a point and corner; thence south 63 degrees 47 minutes 01 seconds east a distance of 15.0' to a point and corner; thence north 26 degrees 12 minutes 59 seconds east a distance of 1,057.63' to point and corner; thence south 47 degrees 00 seconds east a distance of 543.24' to a point; thence south 61 degrees 29 minutes east a distance of 228.43 feet to a point; thence north 04 degrees 04 minutes 39 seconds east a distance of 27.74 feet to Point of Beginning.

which has been subdivided into Lots 1-83 of Woodchase Subdivision, First Filing (which plat was filed of record on September 3, 1991 as Original 451, Bundle 10248 in the official records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana).

Developer is also the owner of the following property:

Parcel 2

That one (1) certain tract or parcel of land, together with all the improvements situated thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 94, Township 7 South, Range 1 East, Greensburg Land District, Parish of East Baton Rouge, Louisiana, being identified as Tract 2 of a Resubdivision of Tract B of a resubdivision of the Ralph M. Ford, et al property on a map prepared by Breaux & Associates, Inc., Engineers, dated November 15, 1990, revised November 20, 1990, entitled "Map Showing Boundary and Topographic Survey of Tract B of the Resubdivision of the Ralph M. Ford, et al Property, Located in Section 94, T7S-R1E, GLD of La., East Baton Rouge Parish, La." said Tract 2 containing 22.849 acres and being more particularly described as follows:

Begin at one-half (1/2) inch iron pipe marking the intersection of the southerly existing right-of-way line of Route La. 427 (Perkins Road) and the westerly existing right-of-way line of Pollard Parkway, which point is identified as "Reference Point A" on the map referred to hereinabove and proceed south 10°22'49" east along the westerly right-of-way line of Pollard Parkway a distance of 60.59' to a point; thence continuing along the westerly right-of-way line of Pollard Parkway, proceed south 1°34'08" west a distance of 340' to a point and corner; thence south 88°25'52" east a distance of 4.71' to a point on the westerly right-of-way line of Pollard Parkway; thence south 2°06'52" west along the westerly right-of-way line of Pollard Parkway a distance of 222.90' to a point and corner; thence south 23°45' west a distance of 1,610.55' to Point of Beginning; from Point of Beginning proceed south 23°45' west along the section line separating Sections 94 and Section 43 and along the rear of Lots 14 through 24, Pollard Estates a distance of 1,140.12' to a point and corner; thence north 60°31'35" west a distance of 169.55' to a point and corner; thence north 59°40'31" west a distance of 818.23' to a point and corner; thence north 26°12'59" east a distance of 953.57' to a point and corner; thence south 63°47'01" east a distance of 190.00' to a point and corner; thence north 26°12'59" east a distance of 45' to a point and corner; thence south 63°47'01" east a distance of 609.32' to a point and corner; thence north 23°45' east a distance of 66.28' to a point and corner; thence south 66°15' east a distance of 140' to the Point of Beginning.

which it is developing into Lots 84 - 141 of Woodchase Subdivision, Second Filing.

WHEREAS, Developer executed an Act of Restrictions for Woodchase Subdivision on September 12, 1991 which was recorded in the official records of East Baton Rouge Parish as Original 513, Bundle 10251, which Restrictions were amended by the First Amendment to the Act of Restrictions for Woodchase Subdivision on September 23, 1991, recorded in the official records of East Baton Rouge Parish as Original 502 Bundle 10252, and were further amended

by the Second Amendment to the Act of Restrictions for Woodchase Subdivision on November 1, 1991, recorded in the official records of East Baton Rouge Parish as Original Number 492 Bundle 10262, and

WHEREAS, Developer wishes to further amend the Act of Restrictions for Woodchase Subdivision;

1. Article 4.4 Minimum sizes of Residences is hereby amended in its entirety to now read as follows:

"4.4 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled. These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios and overhanging eaves. The minimum size requirements are as follows:

- (a) For all single story houses, the minimum living area shall be 2,400 square feet and total roofed area, excluding overhang, shall be no less than 3,000 square feet.
- (b) For all story and one-half houses and two story houses, the living area and total area shall be increased by 200 square feet."

2. Article 3.3 Submission of Plans is hereby amended as follows:

The following portion of Article 3.3 Submission of Plans is hereby deleted:

- "C. Plans or detail drawings, and specifications for landscape plans and specifications must be completed simultaneous with the completion of the building of other structure sought for approval."

ORIG 746 BNDL 10302
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
1992 APR 30 AM 11:30:57
FTL BK FOLIO
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY

Other than as amended above and in the First Amendment to the Act of Restrictions for Woodchase Subdivision, all other aspects of Article 3.3 remain the same and in full force and effect.

3. Article 3.81 is hereby added to the Restrictions as follows:

"3.81 Submission of Landscape Plans.

Prior to issuance of a certificate of occupancy for a residence on a Lot, the Lot Owner must submit to the Committee plans or detailed drawings and specifications for landscaping of the Lot. Written approval of the landscape plans and specifications must be obtained from the Committee prior to commencement of landscaping work. The Committee may withhold approval if it finds, in its sole discretion, that the proposed landscaping is not sufficient or appropriate for Woodchase Subdivision. If landscaping plans and specifications have not been approved by the Committee in writing prior to occupancy of the residence on the Lot, then the Lot Owner shall pay a fine to Woodchase Development Corporation (or the Woodchase Homeowners Association, if formed) of \$500 for each 30 day period after occupancy of the residence on the Lot that the approval of landscaping plans and specifications is delayed. The Developer (or the Homeowners Association, if formed) shall have lien rights against the Lot to enforce the payment of such fine."

4. Except as amended hereby (and by the First and Second Amendments to the Act of Restrictions) the Act of Restrictions for Woodchase Subdivision remains the same and in full force and effect.

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

Witnesses:

Bryan Wilson
Barry L. L...

Woodchase Development Corporation

By: [Signature]

[Signature]
Notary Public

E. HARDY SWYERS

**FOURTH AMENDMENT TO THE ACT OF RESTRICTIONS OF
WOODCHASE SUBDIVISION**

**STATE OF LOUISIANA
PARISH OF LOUISIANA**

ORIG 317 BNDL 10403

BE IT KNOWN that on this 13th day of May, 1993, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODCHASE DEVELOPMENT CORPORATION, a Louisiana corporation having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by ROBERT P. BREAZEALE, JR., its President duly authorized by a resolution of the Board of Directors of said corporation, attached hereto (hereinafter referred to as the "Developer")

WHEREAS, Developer executed an Act of Restrictions for WOODCHASE SUBDIVISION on September 12, 1991, which was recorded in the official records of East Baton Rouge Parish as Original 513, Bundle 10251, which was amended by the First Amendment to the Act of Restrictions for WOODCHASE SUBDIVISION filed of record as Original 502, Bundle 10252, as further amended by the Second Amendment to the Act of Restrictions of WOODCHASE SUBDIVISION filed of record as Original 492, Bundle 10262, and further amended by the Third Act of Restrictions of WOODCHASE SUBDIVISION filed of record as Original 746, Bundle 10302, all in the official records of the Clerk of Court of East Baton Rouge Parish, Louisiana; which resolutions affect the following property:

Lots 1 - 84, inclusive, of WOODCHASE, FIRST FILING and being more particularly designated according to the "Final Plat of WOODCHASE, FIRST FILING, being a resubdivision of Tract 1-A-1 of a resubdivision of tract B of the Ralph M. Ford, et al, property located in Sec. 94, T-7-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana. For: WOODCHASE DEVELOPMENT CORPORATION" made by Breaux & Associates, Inc., R. L. Breaux, R.L.S., dated August 28, 1991 which plat was filed of record on September 3, 1991 as Original 451, Bundle 10248 in the official records of the clerk and recorder for the aforesaid parish and state, and

WOODCHASE, SECOND FILING and being more particularly designated according to the "Final Plat of WOODCHASE, SECOND FILING (comprising lots 84-141), being a resubdivision of Tract 2 of a resubdivision of Tract B of the Ralph M. Ford, et al, property located in Section 94, T-7-S, R-1-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana, for WOODCHASE DEVELOPMENT CORPORATION" made by Breaux & Associates, Inc., R. L. Breaux, R.L.S., dated June 12, 1992, revised July 7, 1992 which plat was filed of record on July 7, 1992 as Original 864, Bundle 10320 in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana,

WHEREAS, the Developer wishes to further amend the Act of Restrictions of WOODCHASE SUBDIVISION;

NOW, THEREFORE, the Act of Restrictions of WOODCHASE SUBDIVISION are hereby amended as follows:

1. Article 6.3, Establishment of Assessments and Dues is hereby amended in its entirety as follows:

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

2. Article 6.4, Notice Regarding Assessments is amended in its entirety as follows:

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

3. Except as amended hereby (and by prior amendments to the Act of Restrictions), the Act of Restrictions of WOODCHASE SUBDIVISION remain the same and in full force and effect.

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

WITNESSES:

WOODCHASE DEVELOPMENT
CORPORATION

Eileen Chaplain

By: Robert P. Breaux

Robert P. Breaux, President

[Signature]

[Signature]
Notary Public

E. HARDY SYMERS

Notary Public, Parish of East Baton Rouge, State of La.
My Commission is issued for life.

RESOLUTION OF WOODCHASE DEVELOPMENT CORPORATION

I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, hereby certify that a meeting of the Board of Directors of said Corporation was held at its office in Baton Rouge, LA on the 13th day of May, 1993, at which meeting all of the directors were present and notice of the meeting was waived, the following resolutions were adopted and have not been modified, repealed or rescinded and are still in full force and effect:

BE IT RESOLVED that this Corporation execute the Fourth Amendment to the Act of Restrictions for Woodchase Subdivision which changes certain provisions for the establishment of assessments and dues and the provisions relating to notice and quorums for meetings.


BE IT FURTHER RESOLVED that Robert P. Breazeale, Jr., President of this Corporation, is hereby authorized and instructed to execute said Fourth Amendment to the Act of Restrictions for Woodchase Subdivision in the name of this Corporation in a form and content as he may decide in his complete discretion. Anything Robert P. Breazeale, Jr., as President of this Corporation, may do or cause to be done by virtue of this Resolution shall be the act and deed of this Corporation and shall be binding thereon.

I, E. HARDY SWYERS, Secretary of Woodchase Development Corporation, do hereby certify that the above and foregoing is a correct resolution adopted at a meeting of the Board of Directors of said Corporation on the 13th day of May, 1993 at Baton Rouge, Louisiana, at which meeting all directors were present.

THUS EXECUTED in Baton Rouge, Louisiana this 13th day of May, 1993.


H. Hardy Swyers, Secretary
Woodchase Development Corporation

Attest:


Robert P. Breazeale, Jr., President
Woodchase Development Corporation

E:\WP51\WORK\MTH_RBR.WC

ORIG 317 BNDL 10403

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1993 MAY 13 PM 04:16:55
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

C

ORIG 739 BNDL 10459

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

**RESTRICTION AFFECTING USE
OF PROPERTY**

On the 24th day of November 1993, in the presence of the undersigned witnesses and Notary Public, personally came and appeared:

Woodchase Development Corporation, a Louisiana corporation, domiciled in East Baton Rouge Parish, Louisiana, appearing herein through E. Hardy Swyers, its duly authorized officer, whose mailing address is Suite 6A, 5800 One Perkins Place, Baton Rouge, Louisiana 70808 and whose Federal Taxpayer Identification Number is 72-1178072 (herein referred to as "Woodchase");

who declare as follows:

1. Woodchase is the owner of the following described property located in Woodchase Subdivision, First Filing, East Baton Rouge Parish, Louisiana.

One (1) certain lot or parcel of ground, together with all of the buildings and improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lot 1-A in that subdivision known as WOODCHASE, FIRST FILING, and being more particularly designated according to the " Map Showing a Resubdivision of Lots _____ Located in Sec. 94, T-7-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana, and For: WOODCHASE DEVELOPMENT CORPORATION" made by Breaux & Associates, Inc., R.L. Breaux, R.L.S., dated November __, 1993 which plat was filed of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana on November __, 1993 as Original __, Bundle _____.

2. Woodchase hereby imposes this Restriction Affecting the Use of Property, and hereby covenants and agrees that use of Lot 1-A shall be restricted and limited as set forth below. This restriction shall be a covenant running with the land and shall be binding on all parties having any right, title or interest in Lot 1-A, or any portion thereof, and on all future owners of Lot 1-A, their successors heirs and assigns.

3. Woodchase covenants and agrees that no offsite fill or dirt shall be brought on Lot 1-A unless the owner mitigates or offsets one hundred percent (100%) of the impact of the fill from other portions of Lot 1-A. The determination of compliance with the provisions of this shall be made by the Department of Public Works of the Parish of East Baton Rouge or by a Civil Engineer licensed to do business in Louisiana.

4. The owner of Lot 1-A shall otherwise comply with all governmental law and ordinances affecting the use of Lot 1-A.

5. The provisions of the Restriction on Use of Property shall be enforced by the City/Parish of East Baton Rouge.

6. The Restriction imposed by this Act shall be strictly enforced, construed and interpreted. Notice of any violation of this restriction shall be sent by United States mail at the last known address of the person who appears as the owner on the public records at the time of the giving of notice.

This act has been passed in Baton Rouge, the Parish of East Baton Rouge, State of Louisiana, on the dated indicated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

Witnesses:

Debra Sledge
Susan L. Williams

Woodchase Development Corporation
Federal ID# 72-1178072

By: *E. Hardy Swyers*
E. Hardy Swyers, Its Duty
Authorized Officer

Roy C. L.
Notary Public

ORIG 739 BNDL 10457

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1993 NOV 29 PM 04:17:49
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER

C

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ORIG 838 BMDL 10467

RESTRICTION AFFECTING USE
OF PROPERTY

On the 21st day of December 1993, in the presence of the undersigned witnesses and Notary Public, personally came and appeared:

Woodchase Development Corporation, a Louisiana corporation, domiciled in East Baton Rouge Parish, Louisiana, appearing herein through E. Hardy Swyers, its duly authorized officer, whose mailing address is Suite 6A, 5800 One Perkins Place, Baton Rouge, Louisiana 70808 and whose Federal Taxpayer Identification Number is 72-1178072 (herein referred to as "Woodchase");

who declare as follows:

1. Woodchase is the owner of the following described property located in Woodchase Subdivision, First Filing, East Baton Rouge Parish, Louisiana.

One (1) certain lot or parcel of ground, together with all of the buildings and improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lot 1-A in that subdivision known as WOODCHASE, FIRST FILING, and being more particularly designated according to the "Final Plat of Woodchase First Filing being a resubdivision of Tract 1-A-1 of a resubdivision of Tract B of the Ralph M. Ford, et al, property located in Sec. 94, T-7-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana For: WOODCHASE DEVELOPMENT CORPORATION" made by Breaux & Associates, Inc., R.L. Breaux, R.L.S., dated August 28, 1991 and revised December 1, 1993 which plat was filed of record with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana.

2. Woodchase hereby imposes this Restriction Affecting the Use of Property, and hereby covenants and agrees that use of Lot 1-A shall be restricted and limited as set forth below. This restriction shall be a covenant running with the land and shall be binding on all parties having any right, title or interest in Lot 1-A, or any portion thereof, and on all future owners of Lot 1-A, their successors heirs and assigns.

3. Woodchase covenants and agrees that no offsite fill or dirt shall be brought on Lot 1-A unless the owner mitigates or offsets one hundred percent (100%) of the impact of the fill from other portions of Lot 1-A. The determination of compliance with the provisions of this shall be made by the Department of Public Works of the Parish of East Baton Rouge or by a Civil Engineer licensed to do business in Louisiana.

4. The owner of Lot 1-A shall otherwise comply with all governmental law and ordinances affecting the use of Lot 1-A.

5. The provisions of the Restriction on Use of Property shall be enforced by the City/Parish of East Baton Rouge.

6. The Restriction imposed by this Act shall be strictly enforced, construed and interpreted. Notice of any violation of this restriction shall be sent by United States mail at the last known address of the person who appears as the owner on the public records at the time of the giving of notice.

This act has been passed in Baton Rouge, the Parish of East Baton Rouge, State of Louisiana, on the dated indicated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

Witnesses:

Supern Williams
Debra Sledge

Woodchase Development Corporation
Federal ID# 72-1178072

By: E. Hardy Swyers

E. Hardy Swyers, Its Duty
Authorized Officer

Randy P. J.
Notary Public

ORIG 838 BNDL 10467

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1993 DEC 28 PM 01:53:14
FTL BK FOLIO

DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

DEPUTY CLERK & RECORDER