

ACT OF RESTRICTION
OF
HUNTERS GLEN SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 15th day of September, 1993, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

TRIPLE J DEVELOPMENT, INC., a Louisiana corporation, authorized to and doing business in the Parish of East Baton Rouge, Louisiana; herein represented by its duly authorized agent, James M. Terrell;

who did depose and say that:

Appearer is the owner of the immovable property hereinafter described, and, by this act, impose upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

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 that community. The immovable property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites 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 thereon of poorly designed or proportioned structures, and structures build 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 building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets, and , in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by the purchases of building sites therein.

2. THE PROPERTY

2.1 The immovable property now owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lots 1 thru 67, and any private fence servitudes, or landscape areas as shown on the Final Plat of Hunters Glen Subdivision, prepared by P. Daniel Wiggins, C.E. & R.L.S., dated _____ recorded at Original _____ Bundle _____ in the official records of East Baton Rouge Parish, Louisiana.

2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created Hunters Glen Subdivision Council (the "Council") to be composed of three individuals. The initial members of the Council shall be appointed by appearer and shall serve for one year, and their successors shall be appointed by appearer until such time as all the lots are sold or an act executed by the appearer and recorded in the official records of East Baton Rouge Parish releases this right to the other lot owners in the subdivision. The Council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any disputes or controversy regarding the interpretation of these restrictions and covenants, shall be final and not-appealable. The first members of the council are:

Jason Dupree
16935 George O'Neal Rd
Baton Rouge, Louisiana 70817

James M. Terrell
7596 Bocage Court South
Baton Rouge, Louisiana 70809

J. Glenn Dupree
2925 Brakley Dr., Suite A-4
Baton Rouge, Louisiana 70816

3.2 No residence, building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, shall have been submitted to and approved in writing by a majority vote of the Council, and a copy thereof as finally approved logged permanently with the Council.

3.3 Two (2) sets of plans, including plot plan, must be submitted for Council approval. One (1) set will be signed and returned to the owner, and the other will be retained by the Council.

3.4 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half stories in height, a private garage or carport for not more than four (4) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouse and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of a garage is located on the front, one-half on the respective lot, it must have an approved garage door and the external material facing the street must be the same exterior material as on the house. Detached structures may be constructed only with the prior written approval of the Council, evidence by majority vote thereof.

3.5 In the event the Council fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Council, however, all other provisions shall continue to apply.

3.6 No residence shall be erected on any lot in Hunters Glenn Subdivision containing, exclusive of porches, breezeways, garages and carports, less than One Thousand Five Hundred (1,500) square feet of living area.

3.7 Unless approved in advance by the Council (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 five (5') feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

3.8 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding, and not more than forty (40%) percent of the exterior, at the discretion of the council, may be wood or a similar building material. All painted exteriors must have at least two (2) coats.

3.9 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.

3.10 No garage apartment shall be built on any of said lots.

3.11 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Hunters Glenn Subdivision.

3.12 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

3.13 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above, provided, however, that any lot or lots may be subdivided or replatted with the written consent of the Council, evidenced by a majority vote thereof.

3.14 No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the Council, evidence by a majority vote thereof.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Structures in Hunters Glen Subdivision shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices for the conduct in the homes of occupations such as, medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be not raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, basement, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4 above.

4.3 No lot shall be used to maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by the one (1) household only, provided it is not visible from the street and is kept free from noxious odors and insects.

4.4 No sign of any kind, except standard real estate signs, shall be displayed to the public view on or from any building site without the prior consent of the Council or its agents.

4.5 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance to nuisance to the other owners.

4.6 Nothing shall be altered or constructed in or removed from common landscape areas, if any, as shown on the final plat, except upon the written consent of the Council.

4.7 There shall be no storage or obstructions placed or parking on any common landscape areas, if any, without the prior written consent of the Council.

4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification are enforceable in the same as the responsibility for the maintenance and repair of the property concerned.

4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenances and for any such repairs which may be necessary. Lot owners shall keep all lots mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys fees.

5. COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Hunters Glen Subdivision an annual assessment not to exceed \$25.00 per year, in order to provide said subdivision with maintenance of the common landscape areas, if any, are provided in the development and shown on the final plat, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessment shall be made in writing directed to the property owner, and upon failure to pay within thirty (30) days from date, the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for such purposes as will, in the opinion of the majority of the residents of Hunters Glen Subdivision, benefit the residents and property owners in Hunters Glen Subdivision provided however, that such assessment shall when filed rank only from the date of recordation. Assessments may only be increased by written agreement of 75% of the residents.

5.2 All cash amounts or cash sums due pursuant to the terms of this agreement or any assessment that have been levied shall bear interest at the rate of ten (10%) percent per annum from date due until paid. Any party who fails to comply with said party's obligations hereunder shall also be liable to pay court costs and reasonable attorneys fees of the other party.

5.3 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners may be transferred to a corporation formed for that and any other purposes, or to an individual designated by the Council to perform this function.

6. MISCELLANEOUS PROVISIONS

6.1 These stipulations and 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, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

6.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the Council, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to seek injunctions to prevent him or them from so doing or to recover damages or other amounts for such violation. Any purchaser of any lot in Hunters Glen Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek injunctive relief or damages or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Invalidation of any one of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

6.4 These restrictions may be amended or modified upon the written consent of 85% of the lot owners in this subdivision or by the Hunters Glen Subdivision Council in their sole discretion.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

TRIPLE J DEVELOPMENT, INC.