

See Second Amendment recorded on Nov. 6, 2003
under Entry # 1163914 in COB 1842, folio 769. **535**

*Sherie B Poindext
Dy. Clerk of Court* **1124821**

**FIRST AMENDMENT TO THE
DECLARATION OF SERVITUDES,
RESTRICTIONS, AND COVENANTS**

UNITED STATE OF AMERICA

BY: MATHERNE REALTY PARTNERSHIP

STATE OF LOUISIANA

FOR: 3040 COMMERCIAL PARK

PARISH OF TERREBONNE

BE IT KNOWN, that on this 24th. day of July, 2002;

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of

Terrebonne, State of Louisiana,

PERSONALLY CAME AND APPEARED:

MATHERNE REALTY PARTNERSHIP, a Louisiana partnership duly organized under the laws of the State of Louisiana, its successors or assigns, with its principal place of business in the Parish of Terrebonne, Louisiana; the Articles of Partnership being duly recorded with the Secretary of State and also in the Clerk's Office, Parish of Terrebonne, Louisiana under Entry No. 859,735 and herein represented by Stephanie G. Todd and B. Eugene Farrell, Jr., Co-trustees, for the General Partners (hereinafter referred to as "Developer")

who declared and acknowledges that it is the owner of the majority of lots located in 3040 Commercial Park situated in Terrebonne Parish, Louisiana described in the original covenants duly filed under COB 1706 Folio 542 Entry # 1,079,852 and as such has the right to amend same as follows, to-wit:

Page 4 Item Number 5 reads:

No commercial structure having a square footage of less than 2,000 square feet shall be permitted on said lots, except, however, that accessory buildings to the main structure having less than the above minimum square footage shall be permitted.

That due to the configuration and limited frontage of Lot C-3-K, Item Number 5 shall be amended and restated to read as follows:

5. No commercial structure having a square footage of less than 2,000 square feet shall be permitted on said lots with the exception of Lot C-3-K (only) shall have a minimum square footage of 1,750 square feet, and excepting, however, that accessory buildings to the main structure having less than the above minimum square footage shall be permitted.

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Lots C-2-A2, C-2-A3, C-2-A4, C-1-E2, C-1-E3, C-1-E4, and C-1-E5 are included on Exhibit "A" as lots included and subject to the restrictions originally filed. These lots will be sold and combined into a larger tract encompassing one development and as such will not be individually built upon. Therefore, it is the intent of this amendment to exclude these lots from the restrictions as originally filed.

Therefore, Exhibit "A" shall be revised and amended to exclude Lots C-2-A2, C-2-A3, and C-2-A4, C-1-E2, C-1-E3, C-1-E4, and C-1-E5 accordingly.

No other items shall be amended other than the above item and all other terms and conditions therein stated shall remain in full force and effect as originally written.

THUS DONE AND SIGNED at my office in the City of Houma, Parish of Terrebonne, Louisiana on the day and date herein first above written in the presence of me, Notary, and the two undersigned competent witnesses, after a due reading of the whole.

WITNESS:



Rachel Bruguele

MATHERNE REALTY PARTNERSHIP
GENERAL PARTNERS:
REMEDIA T. MATHERNE TRUST
REMEDIA MATHERNE BROUSSARD TRUST
PAMELA E. MATHERNE TRUST
REMEDIA MATHERNE TRAHAN
GRANDCHILDREN'S INTER VIVOS TRUST

By: Stephanie G. Todd
Stephanie G. Todd

By: B. Eugene Farrell, Jr.
B. Eugene Farrell, Jr.
(Co-Trustees)

Carmen G. Chauff
Carmen G. Chauff, Notary Public
My commission expires upon my death
(Seal)

FILED IN RECORD
CLERK'S OFFICE
TERREBONNE, LA
2002 JUL 25 AM 8 33
Mary B. Champagne
DEPUTY CLERK OF COURT

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542 See Second Amendment recorded on
Nov. 6, 2003 under Entry # 1163914 in
CO B 1842, folio 769. Sherrie B Poenot
By, Clerk of Court

1079852

DECLARATION OF SERVITUDES,
RESTRICTIONS, AND COVENANTS

UNITED STATE OF AMERICA

BY: MATHERNE REALTY PARTNERSHIP

STATE OF LOUISIANA

FOR: 3040 COMMERCIAL PARK

PARISH OF TERREBONNE

BE IT KNOWN, that on this 15th day of September, 2000,

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Terrebonne, State of Louisiana,

PERSONALLY CAME AND APPEARED:

MATHERNE REALTY PARTNERSHIP, a Louisiana partnership duly organized under the laws of the State of Louisiana, its successors or assigns, with its principal place of business in the Parish of Terrebonne, Louisiana; the Articles of Partnership being duly recorded with the Secretary of State and also in the Clerk's Office, Parish of Terrebonne, Louisiana under Entry No. 859,735 and herein represented by Donald R. Merrill, Trustee for the General Partners (hereinafter referred to as "Developer")

who declared and acknowledges that it is the owner of the property situated in Terrebonne Parish, Louisiana, described as follows, to-wit:

For description see attached Exhibit "A"

And that appearer, herein, is the owner of the above described property and executes this for the purpose of imposing upon the lots in the aforesaid subdivision and to that subdivision, the restrictive covenants, hereinafter set forth, for the benefit of all the lots in said subdivision; that it is the intent and the purpose of the appeared in creating and imposing the covenants, conditions, and restrictions shall affect the property hereinabove described as covenants running with the land, and that the conditions and restrictions shall apply to and affect each of the lots in said subdivision and shall be binding upon each and all of the transferees of each of said lots, their heirs, successors, and assigns; these covenants, conditions and restrictions shall be binding for a period of thirty-five (35) years from this date, after which time said covenants, conditions, and restrictions shall be

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automatically extended for successive periods of ten (10) years. However, an instrument may be signed at anytime by the parties who are then the owners of a majority of lots in said subdivision, agreeing to change said covenants, conditions, or restrictions, in whole or in part. The reasons and considerations of this creation and imposition of the building restrictions and conditions and servitudes hereinafter set forth shall be for the mutual benefit and so that advantages accrue to each and all of the said lots in said subdivision by virtue of said restrictions.

An Architectural Control Committee is hereby appointed, to govern future construction within the limits of this subdivision, and it shall be composed of the following persons or their duly appointed successors:

1. Donald R. Merrill
2. B. Eugene Farrell, Jr.
3. Stephanie G. Todd

The physical address of the Architectural Control Committee shall be Matherne Realty Partnership, 496 Corporate Drive, Houma, Louisiana 70360 with a mailing address of P.O. Box 1145, Houma, Louisiana 70361.

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants, but shall render such services for the betterment of this subdivision.

The Architectural Control Committee shall approve all plot plans and facades. No building shall be erected, placed or altered on any property in the subdivision until the following information has been provided to the Architectural Control Committee:

- a. Building plans, for the proposed construction, showing the shape, size, materials, exterior color schemes and elevations.
- b. A site plan showing location of building(s), driveway(s), sidewalks, parking areas, dumpster pads, or refuse storage location.
- c. Plans for all signs to be erected, including their locations.
- d. Any other information required by the Architectural Control Committee in order to insure compliance with these restrictions.

The Architectural Control Committee's approval or disapproval, as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove the proposed construction within thirty (30) days after all information has been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The following restrictive covenants shall relate to all property as designated above:

1. The subject tract of land shall be used only for commercial purposes.
2. The subject tract of land shall not be used or maintained as a dumping ground for rubbish, trash, garbage, industrial waste, or other waste materials. Additionally, the following specific uses are hereby and expressly prohibited:
 - A. Scrap or junk yards.
 - B. Demolition yards.
 - C. Car wrecking, salvage yards, or automotive scrap or vehicular junk yards.
 - D. Commercial slaughter houses or meat packing plants.
 - E. Cement or concrete plants.
 - F. Mobile home parks, mobile or portable office parks, and/or sale lots.
 - G. Used automobile lots (except in connection with new car dealership).
 - H. Bulk storage or handling for distribution of concrete, grain, fertilizer, or explosives.
 - I. Outdoor manufacturing.
 - J. Any other use rejected by the Architectural Control Committee.

3. Site Standards:

- (a) No building shall be placed on any lot nearer to the front property line than a

minimum set back distance of twenty-five (25) feet. No building shall be located nearer than ten (10) feet to any side line however, in the case of a corner, no building shall be located nearer than fifteen (15') feet from any side street line.

(b) No building shall be constructed to a vertical height in excess of five (5) stories.

(c) In the case of buildings exceeding thirty (30') in height, additional set backs from the front and side lines shall be required, equal to two (2) feet for each additional foot of height.

(d) Sufficient area on each lot shall be provided for off-street parking to accommodate employees, tenants, and business invitees, in any event not less than twenty (20%) percent of the gross lot area shall be reserved for such parking. All driveways and parking areas shall be hard surfaced with concrete or asphalt.

4. The area around the front of the building that would be considered lawn area shall be landscaped and well cared for with grass mowed to the edge of the road and/or shoulder inclusive of ditches.

5. No commercial structure having a square footage of less than 2,000 square feet shall be permitted on said lots, except, however, that accessory buildings to the main structure having less than the above minimum square footage shall be permitted.

6. The main structure erected on any lot in said subdivision shall be constructed from new materials, it being expressly prohibited that any used structure be moved onto said lot. Other materials may be used with written approval from the architectural Control Committee.

7. Fences may be erected on said lots, barbed wire is specifically prohibited. No fence may be erected closer than the front set back line. Fence material for the front shall be limited to wood, vinyl, or brick and shall be subject to the committee's approval outlined above.

Other fence material may be used with the written approval of the Architectural Control Committee.

8. The grade and general drainage pattern have been set in the sub-division by the Developer and shall not be altered in any case except the individual lot owners may put additional fill on their respective lots, however, provided that such fill shall be placed in such a manner as not to adversely alter the grade and drainage patterns, and in no case shall any lot be graded in such a manner as to permit drainage from one lot onto adjacent side lots. The lot owner is not prohibited from terracing around the main building within a reasonable distance or terracing for flower beds.

9. The streets contained in said development are restricted to vehicular traffic and no parking shall be permitted on any paved portion of said streets. Each lot owner shall provide off-street parking to accommodate the demands of his business.

No obstruction shall be interposed to traffic in and over the streets, and the access entrances to the respective lots located in the development.

10. No structure of a temporary character, trailer, shacks, barns, or any out buildings shall be used on any lot at any time for any purpose, except that it is permissible to have movable construction buildings placed on the property during the construction period only, provided the same shall not be permitted to remain in excess of twelve (12) months. No structure, in addition to the main building, either temporary or permanent construction, shall be constructed or placed on any lot without first having obtained approval by the Architectural Control Committee.

11. No lot or combination of lots may be re-subdivided for any purpose without prior approval of the Houma-Terrebonne Regional Planning Commission.
12. Lot owners must maintain their sites free of debris, high grass, and weeds. If any owner fails to keep his grass cut and/or remove trash from any lot, within ten (10) days of written notification to the said owner by the Developer or Architectural Control Committee, the Developer has the right, but not the obligation, to cut the grass on any vacant and unimproved lots whenever he deems it necessary, and the owner thereof shall be assessed a charge of \$40.00 per hour for each cutting, which charge shall constitute a lien against the property. Lot owners also agree to pay for all attorneys' fees and court costs incurred in connection with the collection of said fees.
13. No boats, derelict cars, trucks, recreational vehicles, trailers, or other motorized or mechanical equipment shall be permitted to remain on any lot, or portion thereof, with the exception of those specified in Section 10.
14. Signs: No sign shall be erected or maintained on the property except in conformity with the following:
 - (a) May be lighted, but, shall not gyrate, rotate, blink, flash, or move in any fashion whatsoever.
 - (b) Shall be restricted to advertising only the persons, companies, or firms occupying the site or the products produced or sold thereon.
 - (c) All signs attached to the building shall be flush mounted.
 - (d) Only one ground sign shall be permitted per site. Signs may be double faced, however, no sign shall exceed eighty (80) square feet in area per face. An additional twenty (20) square feet shall be allowed if an additional business is conducted on the site. No ground signs shall exceed twenty (20') feet above grade in vertical height.
 - (e) A sign advertising the sale, lease, or hire of site shall be permitted in addition to any other sign allowed herein, however, the maximum area shall not exceed thirty-two (32) square feet.

(f) No ground sign shall be placed closer than five (5') feet from the front property line or closer than twenty (20') feet from any other property line.

(g) One construction sign denoting the architects, engineers, contractors and other related subjects shall be permitted upon the commencement of construction and shall promptly be removed upon completion.

(h) Special purpose signs to give directions or instructions to traffic or pedestrians shall be permitted but may not be larger than eight (8) square feet each.

(i) Developer shall be exempt from the above sign restrictions for the purpose of selling and promoting the subdivision.

(j) Signs should be maintained in good condition and appearance. Upon notice from the Architectural Control Committee, they may be required to remove the sign for failure to maintain.

Any exceptions or variations to the above requirements must have prior written approval and consent of the Architectural Control Committee before installation.

15. No activities which would create offensive trade or other activities, noxious odors, air pollutants, extreme noise or other nuisances that are offensive to business use that would adversely affect this development will be permitted on any lot, or portion thereof.

Raising or keeping of livestock or poultry is expressly prohibited.

No seafood or fish meal or other food processing plants will be permitted anywhere within the subdivision.

No part of this property shall be used for the establishment, operation, or maintenance of any lounge or barroom, unless it is located in the same premises as a restaurant and at least fifty (50%) percent of the gross revenues of the establishment are from the sales of food.

16. No open garbage containers or piles of garbage will be allowed to remain on any lot; all refuse must be placed in covered containers.

Storage of toxic or explosive substances on the premises is expressly prohibited

17. Under ground fuel storage shall be limited to certain lots to be designated by the Architectural Control Committee. Above ground fuel storage shall be allowed only to the extent that pumps and/or tanks will be allowed to provide gasoline to vehicles owned or operated by any business for its own use within this subdivision and shall comply with all governmental regulatory agency requirements. Developer shall be relieved of any responsibility for meeting such requirements and shall be indemnified and held harmless for any failure to comply or remedy by the land owner.

18. If a lot is used strictly for storage purposes (mini storage) and no occupancy, it shall have a fence in the front and may not have more than two (2) driveways.

19. Easements: Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat above described, and each lot sold shall be subject to said easement. Said easements being of various widths, and being located at various locations throughout the development, all as is more particularly shown on the plan of Matherne Realty Partnership for 3040 Commercial Park above described and duly recorded under Entry No. 1079804 Records of the Terrebonne Parish, Louisiana. Matherne Realty reserves the right to dedicate said easements to the appropriate entities or governmental agencies supplying utilities to the development or charged with the maintenance of same. No construction or excavation shall be permitted within the area of such easements which would damage or interfere with the installation, maintenance or repair of any utilities located therein, or interfere with any drainage facilities located thereon.

No utility or other authority having control of said easements shall be responsible or liable for the destruction of any object located within said servitudes by a lot owner in

violation of these provisions, in the event same is occasioned by the installation, maintenance, or repair of any utility or drainage servitude located therein, thereon or thereunder.

20. Utilities: Each lot owner shall, at its own sole expense, be responsible for connecting to the central utility systems, including sewerage, which is available to the development.

No independent sewerage or other utility system shall be permitted. Connection to the utility system shall be in accordance with applicable codes and shall be entirely underground to the point of connection to the main systems, and shall be maintained by each lot owner. Each lot owner shall be responsible and agrees to pay all such utility charges as may be imposed by the appropriate authority or entity furnishing such services.

21. Each lot owner shall be responsible for the placing of a culvert or culverts to gain access to said lot owners respective lot(s), said culvert size and placement to be determined by the standards and requirements of the Terrebonne Parish Consolidated Government Public Works Department or any other governmental body charged with the responsibility therefor.

Prior to placement of any culvert or culverts, each respective lot owner(s) shall contract the Terrebonne Parish Consolidated Government Public Works Department or such other governmental agency having jurisdiction thereof to ascertain the required sizing and placement of said culvert(s)..

22. The enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. In the event of any violation or attempt to violate any of the covenants herein, the Developer, Architectural Control Committee, and any other parties owning land in said sub-division shall have the right, but not the obligation, to enforce these covenants by appropriate legal proceedings, including injunctive relief.

in said sub-division shall have the right, but not the obligation, to enforce these covenants by appropriate legal proceedings, including injunctive relief.

23. Invalidation of any covenant or restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions contained herein, but they shall remain in full force and effect.

24. Matherne Realty Partnership, a Louisiana registered partnership, its successors or assigns shall not convey, or otherwise presume by LSA-R.S. 9:2971, any right, title, or interest in and to Corporate Drive, or any future extension thereof. All of Matherne Realty Partnership's in commendam rights therein being specifically reserved, subject only to that certain servitude of passage and use in favor of the public with which such street is burdened.

THUS DONE AND SIGNED in multiple originals, at my office in Houma, Louisiana, in the presence of me, Notary, and the two undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

Alia L. Lutz
Stephanie H. Zodde

MATHERNE REALTY PARTNERSHIP
By Donald R. Merrill
Donald R. Merrill, Trustee
Carmen B. Champ
Notary Public

EXHIBIT 'A'**RESTRICTIVE AREA INCLUSIVE OF THE FOLLOWING TRACTS
AND ANY RE-SUBDIVISIONS THEREOF:****3040 Commercial Park Tracts:**

C-1-E2	C-2-A2	C-3-A	C-3-A1
C-1-E3	C-2-A3	C-3-B	C-3-B1
C-1-E4	C-2-A4	C-3-C	C-3-C1
C-1-E5	C-2-A5	C-3-D	C-3-D1
C-1-E6	C-2-A6	C-3-E	C-3-E1
C-1-E7	C-2-A7	C-3-F	C-3-F1
C-1-E8	C-2-A8	C-3-G	C-3-G1
C-1-E9		C-3-H	C-3-H1
C-1-E10		C-3-I	C-3-I1
C-1-E11		C-3-J	C-3-J1
C-1-E12		C-3-K	C-3-K1
		C-3-L	C-3-L1
			C-3-M1
			C-3-N1
			C-3-O1
			C-3-P1

For Map of 3040 Commercial Park see Map entitled:
"3040 Commercial Park Subdivision - Matherne Realty
Partnership - Developer Sections 5 & 33, T17S, R17E,
Terrebonne Parish, Louisiana by Milford & Associates, FILED FOR RECORD
Inc., Floyd E. Milford, Jr., dated 6/30/00 and filed under PARISH OF
Entry #1079804, Terrebonne Parish, Louisiana. TERREBONNE, LA

DO SEP 20 PM 12 19
Lisa Branegar
DEPUTY CLERK OF COURT

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