Terrebonne Parish Recording Page

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First VENDOR
TERREBONNE LAND PARTNERSHIP

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VALHI COMMERCIAL PARK

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

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413

RESTRICTIVE COVENANTS
FOR
VALHI COMMERCIAL PARK

STATE OF LOUISIANA
PARISH OF TERREBONNE

BE IT KNOWN, that on this 4th day of November, 2014, before me, the undersigned Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the undersigned competent witnesses,

PERSONALLY COME AND APPEARED:
TERREBONNE LAND PARTNERSHIP, (TAX ID #72-0856217), a Louisiana Partnership organized and existing under the laws of the State of Louisiana, with a current mailing address of 518 School Street, Houma, Louisiana 70360, the Articles of Partnership filed at Partnership Book 13, under Entry Number 570038, of the public records of Terrebonne Parish, Louisiana, acting herein through its duly authorized agent, Darryl K. Christen, by virtue of a Power of Attorney filed under Entry Number 801413, in the public records of Terrebonne Parish, Louisiana;

Who declares that it does establish the following Restrictive Covenants for the Commercial / Industrial Valhi Development know as "**VALHI COMMERCIAL PARK**" By map dated **June 2, 2014**, and recorded at Entry No. 1467875, records of Terrebonne Parish, Louisiana.

1. The lots in said **VALHI COMMERCIAL PARK** as per plat hereinabove referred shall be restricted to industrial use for Lots 1-10 Block 1 and 2, and Commercial C-3 usage for Lot 11, Block 2, provided however, that the following specific uses are hereby 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, meat packing plants, seafood or poultry packaging plants.
   E. Cement or concrete plants
   F. Night clubs and/or saloons
   G. Waste disposal sites

2. No building shall be located on any lot nearer to the front property line than a minimum set back distance of Forty-Five (45') feet. With regard to corner lots, the minimum set back shall be determined on the basis of what constitutes the front of the building placed on said lot. No building shall be located nearer than Ten (10') feet to any side line. The rear set back line is Twenty-Five (25') feet from the property line.

3. The streets contained in said commerical development are restricted to vehicular traffic and no parking shall be permitted on any paved portion of said streets. Each lot owner shall provide parking areas in front of their respective buildings, which parking area shall be constructed at a minimum of Four (4") inch thick concrete. Any additional parking areas which owners may see fit to provide at other locations on said lot shall at a minimum, be surfaced with clam shells or equivalent. Driveways constructed for access to lot for a minimum distance of Sixty (60') feet shall be hard surfaced with a minimum of Four (4") inch thick concrete.

4. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat above described, and each lot shall be subject to said easements.

5. No structure of a temporary character, trailers, shacks, barns or other outbuildings shall be used on any lot at any time for any purpose, except that it is permissible to have movable construction shacks placed on the property during the construction period only, provided same shall not be permitted to remain in excess of Twelve (12) months.

6. Lot owners who do not build must maintain their sites free of debris, high grass and weeds. The DEVELOPER of VALHI COMMERCIAL PARK shall have the right, but not the obligations, to cut the grass on any vacant and unimproved lots whenever it deems necessary, and the owner thereof shall be assessed a charge of Two Hundred Fifty and No/100 ($250.00) Dollars per lot, for each cutting, which charge shall constitute a lien on the property. Lot owners also agree to pay for all attorney's fees and court costs incurred in connection with the collection of said fee.

7. Improvements on each lot requiring sewerage shall be connected to the approved sanitary sewerage facilities provided by DEVELOPER.

8. No lot or combination of lots may be re-subdivided for any purpose without the consent of Developer, except that side lines between lots may be adjusted, provided that no lot or lots resulting therefrom shall contain an adjusted width of less than One Hundred (100') feet.

9. Each lot owner shall be responsible for the placing of a culvert or culverts to gain access to said lot owner's respective lot or lots, said culvert size and placement to be determined by the standards and requirements of the Terrebonne Parish Consolidated Government, Public Works Department, or such other governmental agency charged with the responsibility thereof, and are more particularly shown on the above referenced plat of Valhi Commercial Park. It is the Lot Owners responsibility to construct adequate access to their property across the full width of Valhi Boulevard ROW to the paved portion satisfactory to TPCG requirements.

10. No commercial structure having a square footage of less than 2,000 feet shall be permitted on said lots, provided however, that accessory buildings to the main structure having less than the above required minimum square footage shall be permitted. The front exterior walls situated on the front sill line of the property shall be constructed of wood, stucco or brick which may be new, second hand or painted. Other materials may be used with written approval from the DEVELOPER. The use of metal materials on the front exterior or main façade is hereby expressly prohibited. Additionally, TPCG requirements must be complied with for all aspects of construction.

11. No motor boats, derelict cars or trucks, recreational vehicles or trailers shall be parked in the area of the lot adjacent to the street, and back to the front sill line of the improvements, said area to be maintained for day-to-day parking of employees and/or visitors.

12. DEVELOPER reserves unto itself, or any property owners' association to which said duties are delegated, the right to modify a set back or side line restriction in specialized cases where it can be demonstrated satisfactorily that such modification would not materially result in a diminishing of the overall commercial quality of the subdivision, and where appropriate relief has been approved, if necessary, by any governmental agency having jurisdiction thereof.

13. Fences may be erected on said lots, which are to be constructed of wood, vinyl, brick, chain link or painted metal, provided however, that barbed wire fences are specifically prohibited. No fence may be erected any closer than the front set back line.

14. The grade and general drainage pattern has been set in the subdivision 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 so as not to alter the grade and drainage patterns established for the subdivision by the DEVELOPER, 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.

15. 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 lots. Small accessory structures serving as adjuncts to the main structure and existing to the rear of same may be of a used nature.

16. No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications and a plot plan showing the location and facing of such building with respect to existing topography, adjoining street, and finished ground elevations have been approved in writing by DEVELOPER, provided that the owners of a majority of the lots in said subdivision shall have the right, by an instrument in writing filed for record with the Clerk of Court for Terrebonne Parish, Louisiana, to create a Property Owners Association to be composed of no less than Five (5) individual or corporate property owners in this subdivision, and to transfer to such Property Owners Association, the full authority herein reserved to DEVELOPER. In the event DEVELOPER or any Property Owners Association hereinafter established fails to approve of disapprove any plans and specifications, or plot plans submitted to them for approval, this covenant shall be deemed to have fully been met by the person submitting such plans for approval. Nothing herein contained, nor the required consent of DEVELOPER or any Property Owners' Association shall, in any way, be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to restrictive covenant violations within this subdivision which they would otherwise be entitled to maintain. There shall be no compensation to DEVELOPER or any Property Owners' Association hereinafter established for the services to be performed pursuant to the provisions contained in this paragraph.

17. These covenants are to run with the lots in **VALHI COMMERCIAL PARK** and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by persons then owning a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. The Developer reserves the right to allow minor changes to these Restrictions which do not, in Developer's opinion solely, change the aesthetics of the Development. This right of amendment shall endure until all lots are conveyed by developer.

IN FAITH WHEREOF, the parties hereto have signed and executed this act on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole, and this act is recorded in the Conveyance Records of Terrebonne Parish, Louisiana, in order that each and ever purchaser of any lot in **VALHI COMMERCIAL PARK** may have full notice of the servitudes, conditions and restrictive covenants herein contained.

WITNESSES:

Chris Lined

TERREBONNE LAND PARTNERSHIP

BY: _____

Darryl K. Christen

NOTARY PUBLIC

Ray L. Rhymes
Notary Public in and for the State of Louisiana
Bar Roll No. 25222
My Commission is for life.