

rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the commercial park

- 1.4.1 Term of Option.** The option may be exercised from time during a period of ten (10) years from the date of this Declaration, provided, however, that Declarant reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such ten (10) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of Ascension Parish, Louisiana, and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such ten (10) year period
- 1.4.2 No Limitations.** The description of the Additional Property as of the date hereof is set forth on the Final Plat, portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property
- 1.4.3 Subject to Restrictions.** If the Additional Property or any portion thereof is added to the Property, the Lots developed therein and the improvements constructed thereon will be restricted exclusively to commercial use and will be subject to the standards and restrictions set forth in Article 8 hereof as same may be changed by Declarant with respect to Additional Property. In addition, all buildings and improvements constructed thereon will be substantially consistent in terms of quality of construction to those buildings and improvements located elsewhere within Park Eastbank
- 1.4.4 Rights of Declarant.** If the Additional Property or any portion thereof is added to Park Eastbank, Declarant reserves the right to designate the size of the Lots and the boundaries of the Lots, building setbacks, and Common Areas, if any, to be added to Park Eastbank in connection therewith
- 1.4.5 Effect of Termination of Option.** Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein
- 1.4.6 No Obligations.** The option reserved by Declarant to cause all or any portion of the Additional Property to become part of Park Eastbank shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to Park Eastbank or to construct thereon any improvements of any nature whatsoever
- 1.4.7 Membership in Association.** Once added to the Property, each Owner of a Lot on the Additional Property shall be a member of the Association to the same extent as an Owner pursuant to Articles 3 and 4 of this Declaration and shall be subject to the same obligations, personal and real, imposed upon Owners under this Declaration
- 1.4.8 Required Documentation.** The option reserved may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of Ascension Parish, Louisiana, together with a revision of or an addition to the Final Plat showing the Additional Property or such portion or portions thereof as are being added to Park Eastbank by such amendment, as well as the Lots. Simultaneously therewith, Declarant shall convey to the Association the Common Areas, (either in full ownership or a perpetual servitude of use), if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien for taxes not yet due and payable, all servitudes and restrictions of record, utility servitudes serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such Common Areas. Any such amendment shall expressly submit the Additional Property or any portion thereof to all the provisions of this Declaration, as same may be changed with respect to such Additional Property or portion thereof. If the Additional Property or any portion thereof is added to the Development, then from and after such addition, the number of votes in the Association shall be increased by the number of Lots located in such addition so that there shall continue to be one vote in the Association per Lot

Article 2 Definitions

- 2.1 Additional Property.** "Additional Property" shall mean and refer to the immovable property shown as Tract "PE" on the Final Plat or any amendments thereto and all improvements thereon together

with such other additional property and all improvements thereon as Declarant shall acquire from time to time and by amendment to this Declaration recorded in the records of the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana

2.2 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 3.5 and its right to appoint a majority of the members of the Review Board in accordance with Section 8.2, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2010

2.3 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time

2.4 Assessment. "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration

2.5 Assessment Year "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration

2.6 Association. "Association" shall mean the Park Eastbank Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns

2.7 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association

2.8 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws

2.9 By-Laws. "By-Laws" shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time

2.10 Common Area. "Common Area" or "Common Areas" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of all of the Owners of Lots, and is designated as Common Area on the Final Plat

2.11 Declarant "Declarant" shall mean Park Eastbank, Inc., its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of Declarant receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant

2.12 Declaration "Declaration" shall mean this Declaration, as amended from time to time

2.13 Final Plat. "Final Plat" shall mean the document styled "Final Plat of Park Eastbank, First Filing, Lots 1 thru 18 and Tract "PE" (Future Filings), Being the Resubdivision of Tract 1, East Bank Property, Located in Section 32, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Park Eastbank, Inc.," made by R. James Tatum, Inc., d/b/a Tatum Engineering Consultants and dated August 5, 1999, recorded with the Clerk and Registrar of Conveyances of Ascension Parish, Louisiana, at COB 622, Entry No 444526, on August 13, 1999, as amended

2.14 First Mortgage and First Mortgagee "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage

2.15 Improvements "Improvements" shall mean all offices, warehouses, canopies, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, offices, warehouses, canopies, walls, awnings, decorations, exterior surfaces, additions, walkways, sprinkler systems, garages, driveways, parking areas, fences, retaining walls, stairs, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels and equipment. Improvements shall not include impermanent seasonal decorations

2.16 Lot "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat

2.17 Manager "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association

2.18 Mortgage "Mortgage" shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot

2.19 Mortgagee "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest

2.20 Notice and Hearing "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws

2.21 Owner "Owner" shall collectively mean Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder

2.22 Park Eastbank "Park Eastbank" means the property described on Exhibit "A" attached hereto and, as designated on the Final Plat, and any additional filings to said commercial park

2.23 Person "Person" shall mean a natural person, a corporation, a partnership or any other entity

2.24 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of Ascension Parish, Louisiana

2.25 Review Board "Review Board" shall mean Park Eastbank Architectural Review Board as appointed by the Board of Directors from time to time pursuant to this Declaration

2.26 Rules and Regulations "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration

Article 3 Association Operations

3.1 Association The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws

3.2 Board of Directors The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration

3.3 Membership in Association The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot

3.4 Voting Rights of Members The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote

3.5 Membership of Board of Directors During the Appointment Period, the Board of Directors shall consist of three Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period

Article 4 Duties and Power of Association

4.1 General Duties and Powers of Association The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas.

4.2 Acceptance of Property and Facilities Transferred by Declarant The Association shall accept title to any Common Areas indicated as such on the Final Plat.

4.3 Management and Care of Common Areas The Association shall manage, operate, care for, maintain and repair the Common Areas, and the servitudes provided for in Article 5, and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

4.4 Budgets and Assessments The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with the careful customs and practices of similar organizations in Ascension, Louisiana.

4.5 Duty to Provide Financial Reports The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

4.6 Rules and Regulations The Association may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Areas and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

4.7 Servitudes The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas. The Association shall also have the power to enter into agreements for the construction and maintenance of drainage facilities over adjoining property to further the development of the Property. The Association is obligated to pay fees to maintain such drainage facilities.

4.8 Restrictions on Builders The Association shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the Property and to prohibit the builder or construction tradesman from working on any project on the Property, or on any Lot.

4.9 General Corporate Powers The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or the By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

Article 5 Servitude over the Property

5.1 Servitudes There is hereby reserved for the benefit of Association and granted by Declarant to the Association, the Owners and their respective successors and assigns, those servitudes evidenced on the Final Plat.

Article 6 Declarant's Rights and Reservations

6.1 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior

to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Article 7 Assessments

7.1 Determination of Assessments. The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain the fencing, landscaping and Common Areas and provide all other services generally undertaken or furnished by the Association. Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. The Assessments shall be the personal responsibility of the Owner of each Lot, which Owner assumes such responsibility upon the purchase of a Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners, provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall initially be set at \$175.00 per year per Lot, payable semi-annually and shall commence January 1, 2000. Assessments may subsequently be increased in accordance with the By-Laws.

7.2 Interest on Unpaid Assessments. All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

7.3 Lien to Enforce Assessments. In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency, (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon, (c) the legal description and municipal address of the Lot against which the lien is claimed, and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot, provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

Article 8 General Restrictions Applicable to Property

8.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot:

8.1.1 Commercial Use Only. Lots shall be used for the following commercial purposes only: office, commercial processing, research, servicing, light industrial, manufacturing, warehousing and distribution purposes and services ancillary to such uses, all under the conditions hereinafter set forth. No restaurant, gasoline-service station, automotive repair, convenience store, shopping center, medical offices, residences, apartment houses, group homes (including without limitation - "community homes" as defined in La. R.S. 28:447), adult entertainment establishments, motor hotel, financial institution or retailing use will be permitted, except on such Lots, if any, which Declarant in the exercise of its sole discretion, shall first approve in writing.

8.1.2 No Temporary Structures. No trailer, basement, shack, garage, barn or other out-building shall at any time be used as an office or warehouse, or otherwise be maintained on a Lot, temporarily or permanently. Temporary structures are permitted only in connection with the construction of improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property.

8.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such

material shall be kept in clean and sanitary condition. Upon completion of improvements, all debris shall be removed from the Lot immediately. During construction, Owners and contractors shall be required to maintain the construction site, Lot, public streets and the surrounding areas in a reasonably clean and uncluttered condition, and to the extent possible, all construction trash and debris shall be kept within refuse containers. No building materials may be kept on site except in connection with the construction of improvements approved by the Review Board.

8.1.4 Commencement of Business. No business operations may commence on a Lot until all improvements have been completed in accordance with approved plans and specifications.

8.2 Review Board. There is hereby created Park Eastbank Architectural Review Board to be composed of up to three individuals appointed by the Board (the "Review Board"). The initial members of the Review Board shall be appointed by the Declarant. Except during the Appointment Period, two of the members of the Review Board shall be Owners. The members of the Review Board shall serve for one year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

- a) W. Vandy Tuflos, III, and
- b) C. O. Haskins, Jr.

8.3 Prior Plan Approval. All plans for the construction or physical alteration of any improvements to or on a Lot shall be submitted to the Review Board in advance according to the following procedures:

8.3.1 Specific Plan Requirements. No improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until (a) plans and specifications prepared by an architect licensed under the laws of Louisiana, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes and locations of all improvements, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board, and (b) a complete list of all builders, contractors and subcontractors is submitted in writing by the Owner to the Review Board and approved. Additionally, the Review Board must be given seven (7) days written notice prior to the pouring of any slab on any Lot.

8.3.2 Number of Plans. Two sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned to the Owner. The Owner shall submit a nonrefundable review fee as determined by the Board of Directors when submitting plans to the Review Board for approval as set forth in Section 8.3.5.

8.3.3 Scope of Review. The Review Board shall review the plans to ascertain that the improvements will thoroughly comply with all of the restrictions set forth in this Declaration and conform to the character of the commercial park. In order to assure that location and size of improvements and landscaping will be harmonious, that the location of parking lots, loading and unloading facilities, driveways, and other means of access are appropriate, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of the other improvements, large trees, common facilities and similar considerations, the Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any structure upon all Lots, provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific size and site. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

8.3.4 Standards for Review. The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

8.3.5 Review Time Period. In the event the Review Board fails to approve or disapprove within sixty (60) days any matter (including plans and specifications) which has been submitted to it, approval shall be deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. The Review Board shall have the right to require an initial construction deposit as security for compliance of the construction of improvements in accordance with plans approved by the Review Board, as more fully set

forth in Section 8.3.10. For subsequent improvements, changes or alterations of any kind made on the Lot, the initial construction deposit shall be determined by the Review Board.

8.3.6 Finality of Decision. The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.

8.3.7 Variances. The Review Board at its discretion, has the right to approve any waivers or deviations from this Declaration that it deems are appropriate. Further, written approval of the Review Board must be obtained by an Owner for any waiver of the Ascension Parish Zoning Ordinances the Owner seeks to obtain, any waiver granted by the Ascension Parish authorities without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce this Declaration.

8.3.8 Foundations and Improvements. Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility. The approval of the plans by the Declarant shall not be construed as a representation, warranty, or guaranty that the plans comply with all zoning ordinances or building codes, or that the Improvements, if built in accordance with such plans, will be free from design or engineering defects.

8.3.9 Indemnification. Each member of the Review Board shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney 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 Review Board at the time such expenses are incurred, unless the member of the Review Board is adjudged guilty of willful malfeasance or 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 Review Board may be entitled but shall be in addition to such other rights.

8.3.10 Construction Deposit. Prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a \$250.00 construction deposit payable to Park Eastbank Property Owners Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, 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 Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in Park Eastbank, "rutting" of any streets, ditches, rights of way, servitudes or other Lots in Park Eastbank caused by construction related vehicles, the spilling of concrete on any streets or other areas of Park Eastbank and any trash or debris dispensed in Park Eastbank. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. If no violations or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the improvements and landscaping.

8.4 Restrictions on Improvements. All Improvements on each Lot shall comply with the following restrictions:

8.4.1 Building Size. No building or improvements shall be erected, altered, placed or permitted to remain on any Lot which has a height greater than thirty five (35) feet from the ground prior to any fill or grade. The minimum allowed square footage of any building constructed on a Lot, exclusive of overhangs, breezeways, walkways and canopies, shall be 3,000 square feet. Not less than one-third (1/3) of the total square footage of any such building must be office space and not more than two-thirds (2/3) of the square footage shall be warehouse space.

8.4.2 Exterior Materials. All sides of buildings facing a street and the first twenty feet (20') of the adjacent side of the building shall be constructed of a finished material. Finished materials

are defined as face brick, glass, ornamental stone, wood or other decorative material of good quality. All painted exteriors must have at least two (2) coats of paint. Any metal used shall be capable of bearing a wind load of 100 miles per hour or better.

8.4.3 Fences. No fence or wall of any kind shall be erected on a Lot unless specifically approved by the Review Board. No such fence or wall shall be erected beyond the front building set back lines of the Lot. No fence or wall may be erected on any Lot prior to the construction of the building thereon.

8.4.4 Driveways and Parking Areas. All driveways and parking areas visible to public streets shall be constructed of concrete or like material. The first twenty (20) feet of the driveway shall be at least six (6) inches of poured concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted in those areas visible to public streets. Loading and unloading areas (other than of passengers) shall be designed in such a manner as to permit the pick up and delivery of materials to and from the site by motor vehicles without the necessity of any maneuvering of vehicles on public streets. No loading or unloading docks shall face any public street, unless a waiver is obtained from the Review Board. A suitable screening or obscuring wall shall be provided so that said operations and all trash dumpsters are not readily visible from the public streets.

8.4.5 Sewerage Treatment. No person shall provide or install a method of sewerage disposal or treatment other than connection to a sanitary sewer system approved by the appropriate governing authorities.

8.4.6 Servitudes. Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Final Plat.

8.4.7 Underground Utilities. The Property will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by Declarant. Electric service from the electric distribution system to each Lot shall be underground.

8.4.8 Satellite Dishes. No antennas or satellite dishes larger than twenty feet (20') in diameter shall be allowed unless approved by the Review Board. Any satellite dish permitted herein shall not be visible from any street.

8.4.9 No Window Units. Window and wall air conditioning units visible from public streets are expressly prohibited. Window and wall air conditioning units not visible from public streets must be approved by the Review Board.

8.4.10 Building Setbacks. Unless approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances or regulations), no building or structure, or part thereof, of any kind shall be located nearer than five (5) feet to any Lot boundary, unless a greater distance is shown on the Final Plat, except that the front minimum building setback line for all Lots shall be twenty five (25) feet.

8.5 Drainage and Fill. The Owner of a Lot is responsible for providing for "positive" storm water drainage. Drainage may be surface and/or subsurface as indicated on the plans entitled "Storm Drainage Layout, being Sheet 4 in the Tatum Engineering Construction Plans for Park Eastbank" and prepared by Tatum Engineering. An Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Owners. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

8.6 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within six (6) months following the pouring of the foundation for that building, provided that for good cause and upon written request to the Review Board, the Review Board, in its sole discretion, may grant the Owner an extension, not to exceed three (3) months. If such improvements are not completed within the time period specified in this section, then the Owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance.

8.7 Portable Toilet. A portable toilet shall be located on a Lot during construction on such Lot.

8.8 Combination of Lots. Subject to the approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a building on the two Lots, which shall be considered, for the purpose of this Declaration, as one Lot.

8.9 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat, provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a

street without obtaining the consent of the Review Board and of two-thirds (2/3) of the Lots on the affected street

8.10 Outside Lighting, Etc. Each Lot shall have at least one (1) Metal Halide 175 watt or greater security light placed at the front of any building located on the Lot. Any other outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final

8.11 Conducting Business. All business operations shall be carried on within fully enclosed buildings and no outside activity shall be permitted except the parking, loading and unloading of motor vehicles without the approval of the Review Board

8.12 Grade Elevation. The minimum finished grade of elevation of any building or permanent structure constructed within the Property shall be as required by the Department of Public Works of Ascension Parish and consistent with the drainage plans prepared by Tatum Engineering

8.13 Parking. No parking shall be permitted on the streets within the commercial park. Each Owner must provide adequate off street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets. If, in the opinion of the Review Board, adequate off street parking has not been provided in the proposed plan, the Review Board may require additional parking facilities prior to the approval of the proposed plans

8.14 Signs. No signs or billboards are permitted other than those approved by the Review Board which identify the names, businesses and products of the person occupying the Lot. A sign or billboard is defined as the use of any words, numerals, figures, devices, designs or trademarks conveying information and visible to the public from any public street in the subdivision. The number, location, size, construction and lighting of all signs must have the prior written approval of the Review Board. Lighted or illuminated signs may be permitted, provided the same conform with the overall development of the commercial park. This provision shall not prohibit the use of the customary real estate signs offering the Lot for sale or lease. Nor shall this restriction apply to any decorative signs or monuments identifying the commercial park which may be placed at the entrance

8.15 No Noxious Activity. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots by reason of noxious, offensive, unhealthy, or harmful odors, fumes, dust, smoke, waste, noise, vibration, or any other cause. No offensive or unlawful use shall be made of any Lot, the Common Area, 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 or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned

8.16 Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board

8.17 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, buildings, driveway and parking areas in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7

8.18 Domestic Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such a kind or disposition or kept in such numbers as to cause a nuisance. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law

8.19 No Farming Operations. No Lot shall be used for farming or gardening purposes, except for permitted landscaping of Lots. Nothing herein shall be construed to prohibit the operation of gardening centers and horticultural operations meeting the other requirements herein and approved by the Review Board

8.20 No Drilling Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or upon any Lot. No derrick or other structure designed for

use in boring for oil, natural gas, or any subsurface minerals shall be erected, maintained, or permitted upon any Lot

8.21 No Disruption of Business. No construction or related activity or business operation on any Lot shall disrupt the normal operations of any business operated on any other Lot

Article 9 Miscellaneous

9.1 Right of Amendment. During the Appointment Period, the Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in Ascension Parish, Louisiana. The amendment may increase or decrease Lot sizes, use restrictions, or other provisions as determined by the Declarant to be in furtherance of the development of the commercial park.

9.2 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2030, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

9.3 Amendment of Declaration by Owners. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restriction, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the Members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease lot sizes, use restrictions, or other provisions as determined by the Declarant to be in furtherance of the development of the commercial park.

9.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, during the Appointment Period, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other Amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal.

9.5 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure, dation en paiement or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Owners of the Association.

9.6 Enforcement by Self Help. Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

9.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

9.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

9.9 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

9.10 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

9.11 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

9.12 Severability Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof

9.13 Number and Gender Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter

9.14 Captions for Convenience The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein


9.15 Mergers or Consolidations Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Lots and Common Area, together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan

9.16 Conflicts in Legal Documents In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole

Witnesses:

Park Eastbank, Inc.


Robert R. Williams

By: 
W. Vandy Tylos, III, President


NOTARY PUBLIC

Exhibit "A"

Legal Description of Lots 2-18

Seventeen (17) certain lots or parcels of ground, situated in the Parish of Ascension, State of Louisiana in that subdivision known as Park Eastbank and being more particularly described as shown on the survey entitled "Final Plat of Park Eastbank, First Filing, Lots 1 thru 18 and Tract "PE" (Future Filings), Being the Resubdivision of Tract 1, East Bank Property, Located in Section 32, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Park Eastbank, Inc.," made by R James Tatum, Inc., d/b/a Tatum Engineering Consultants and dated August 5, 1999, recorded with the Clerk and Register of Conveyances of Ascension Parish, Louisiana, at COB 622, File No 444526 on August 13, 1999, as Lot Numbers Two (2) through Eighteen (18), inclusive, said subdivision, said lots having such dimensions and measurements and being subject to such restrictions, servitudes, building and setback lines as shown on said survey

RECORDED FROM THE DOCUMENT ON FILE THIS 13TH DAY OF AUGUST 1999
Kermit Hart Bourque
KERMIT HART BOURQUE CLERK OF ASCENSION

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CONVEYANCE
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