

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
RESTRICTIONS AND SERVITUDES**

FOR

PROCTOR'S LANDING SUBDIVISION

BE IT KNOWN, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

PROCTOR'S LANDING PROPERTY OWNERS' ASSOCIATION, INC. a Louisiana corporation domiciled in the Parish of Saint Bernard, State of Louisiana, appearing herein through Ted Kampen, its President and Nick Nicolosi, its Secretary, duly authorized pursuant to resolution of the Board of Directors after approval and consent by a 67% vote of the membership of the Association, confirmed by resolution of the Board of Directors annexed hereto, herein sometimes referred to as PLPOA and

who after being duly sworn, declared;

WHEREAS, the original Master Plan of Proctor's Landing Subdivision is recorded at COB 588, folio 486 in the records of St. Bernard Parish, State of Louisiana (the Original Master Plan), and;

WHEREAS, by act dated July 25, 1995 passed before Deryle A. Bourgeois, Notary Public, recorded on July 31, 1995 at COB 588, folio 554 in the records of St. Bernard Parish, State of Louisiana, Proctor's Landing Subdivision, Inc. established certain restrictions and servitudes for the Proctor's Landing Subdivision (the Original Restrictions and Covenants), and;

WHEREAS, by an Act of Correction filed on June 9, 1997 at COB 627, folio 310, the Original Restrictions and Covenants were corrected to reflect that the name of Proctor's Landing Subdivision, Inc. should have been stated as Proctor's Landing, Inc. and in order to further reflect that Exhibit A to the Original Restrictions and Covenants was intended to have been the Original Master Plan of the subdivision, and;

WHEREAS, Proctor's Landing Property Owners' Association, Inc. has been formed to assume the responsibilities for the representation of property owners in the development, and said owners have met and voted to approve this Second Amended and Restated Declaration of Covenants, Restrictions and Servitudes,

NOW THEREFORE, in order to correct, amend, and clarify the Original and amended Restrictions and Covenants, as previously amended, Proctor's Landing Property Owners' Association, Inc., hereby adopt the following as the Second Amended and Restated Declaration of Covenants, Restrictions, and Servitudes applicable to the Proctor's Landing Subdivision:

WITNESSETH:

WHEREAS, PLPOA desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, PLPOA was incorporated under the laws of the State of Louisiana, as a non-profit corporation, for the purposes of exercising the functions aforesaid, and

NOW THEREFORE, the PLPOA hereby declares that all of the property described in Section 1.2 below shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of the properties.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Association": Shall mean and refer to the PROCTOR'S LANDING PROPERTY OWNERS' ASSOCIATION, INC.

1.2 "The Properties": Shall mean and refer to Lots IA, 1 through and including 83 and Parcel "A", PROCTOR'S LANDING SUBDIVISION, St. Bernard Parish, State of Louisiana together with the Common Property designated on the plat of said subdivision by BFM Engineering dated 2-24-95, and approved under Ordinance No: _____ adopted by the St. Bernard Parish Council. The property subject to this Declaration shall also include Lot 9 Doullut Subdivision to Alluvial City Subdivision, St. Bernard Parish, State of Louisiana and any subsequent re-subdivision of any of those properties.

1.3 "Common Properties": Shall mean and refer to those areas of land shown on the recorded subdivision plat of The Properties filed of record with the Recorder of Conveyances for the Parish of St. Bernard and intended to be devoted to the common use and enjoyment of the owners of The Properties. Included as Common Properties are any community servitudes on Parish property, which are to be maintained by the Association. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot, Dwelling and or Condominium Unit.

1.4 "Lot": Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

1.5 "Owner": Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Unit situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.6 "Member": Shall mean and refer to all those Owners who are members of the Association as provided in Article in Article 3.1, hereof.

1.7 "By Laws": The By Laws of Proctor's Landing Property Owners' Association, Inc., as they may be amended.

1.8 "Annual Assessments": Assessments levied for the maintenance of the common areas, promoting the recreation, health and safety and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. The Annual Assessment shall also include a separate assessment levied for the maintenance of the sewage treatment plant except as otherwise provided herein. The Annual Assessment shall also include an amount necessary to establish "sinking funds" to cover eventual expenses the anticipated eventual replacement of capital items including but not limited to the common roadways and the sewage treatment plant.

1.9 "Special Assessments": Assessments applicable for a given year for the purpose of defraying the cost of reconstruction or unexpected repairs or replacement.

1.10 "Specific Assessments": Are costs including but not limited to attorney fees incurred in bringing a Lot or Condominium Unit into compliance with the terms of this Declaration.

1.11 "Master Plan": The land use plan for the development of Proctor's Landing Subdivision as approved by St. Bernard Parish, Louisiana, as it may be amended from time to time, which plan includes the property described in Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THEREOF

2.1 Existing Property. The property, that is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Bernard Parish, State of Louisiana, and is comprised of Lots 1A, 1 through and including 83 and Parcel "A", PROCTOR'S LANDING SUBDIVISION, St. Bernard Parish, State of Louisiana together with the Common Property designated on the plat of said subdivision by BFM Engineering dated 2-24-95, and approved under Ordinance No: _____ adopted by the St. Bernard Parish Council. The property subject to this Declaration shall also include Lot 9 Doullut Subdivision to Alluvial City Subdivision, St. Bernard Parish, State of Louisiana. This Declaration shall also apply to any subsequent re-subdivision of any of the above described Lots and/or Parcel approved by the Parish of St. Bernard, State of Louisiana.

Original Lot 83 was subsequently re-subdivided into Lots 83-A, 83-B and 83-C by the Parish of St. Bernard. Construction of Condominium Units on Lot 83-B has been completed. No additional condominium units will be constructed on Lot 1A and/or on Lots 1 through 82 or 83-B, inclusive. No more than 16 condominium units shall be permitted on Lot 83-A. Plans for any condominium units to be constructed on said Lot 83-A to be subject to the review and approval of the Architectural Review Committee as hereinafter set forth.

Lot 9 Doullut Subdivision to Alluvial City Subdivision, St. Bernard Parish, State of Louisiana shall be used for no purpose other than the construction of a waterway providing for water access to the condominium units constructed on Lot 83-A. Any waterway constructed on Lot 9 shall not extend in an westerly direction any closer than 75 feet from the western boundary of said Lot 9 at its boundary with the right-of-way for Citrus Avenue. No condominiums and no uses other than for the waterway described above shall be permitted on said Lot 9. Any portion of Lot 9 lying on the south side of the waterway described herein for Lot 9 shall be part of the Common Properties as defined herein.

Parking, ingress and egress, and any and all access of any kind for any condominium unit constructed on Lot 83-A shall be confined within the boundaries of said Lot 83-A. More particularly, no such access of any kind for parking, ingress, egress, and any and all access of any kind for any condominium unit constructed on Lot 83-A shall be permitted across Lot 83-B without the expressed written consent of the Proctor's Cove Condominium Association, Inc. Similarly, utility services for any condominium units constructed on Lot 83-A shall be constructed in such manner as to not require service from Lot 83-B except for electricity, telephone service and cable television service which may be obtained by utilizing service provided to the easterly most utility pole on Lot 83-B and further provided that no construction of or the relocation of any utility poles on Lot 83-B shall be permitted without the expressed written consent of the Proctor's Cove Condominium Association, Inc.

2.2 Additions to Existing Property. Absolutely no additional lands or property of any kind may become a part of the Proctor's Landing Subdivision and therefore subject to the rights, privileges, and responsibilities created by this Declaration unless approved by the affirmative vote of sixty-seven (67%) percent of the Owners. Any additions so approved by the Owners shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot and/or Condominium Unit subject to these covenants shall be a member of the PROCTOR'S LANDING PROPERTY OWNERS' ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot and/or Condominium Unit. If a Lot and/or

Condominium Unit is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and all such co-owners shall be bound, jointly, severally and in solido, to perform the responsibilities of Owners. The membership of an Owner that is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. Members in good standing shall have voting rights as follows: Members shall be all Owners. Members shall have one equal vote for each Lot and/or Condominium Unit required for membership in Section 3.1. In the event that there are multiple owners of a Lot and/or Condominium Unit, there still shall only be one vote for that Lot and/or Condominium Unit and that vote shall be exercised as the owners of that Lot and/or Condominium Unit among themselves determine but, in no event shall more than one vote be cast with respect to any such Lot and/or Condominium Unit.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessment. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association; (1) annual assessments of charges; (2) special assessments for capital improvements, (3) specific assessments for bringing any Lot and/or Condominium Unit in compliance of this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs including but not limited to attorney fees, costs, interest, professional services costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection including but not limited to attorney fees, costs, interest, and professional services, costs of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance, repairs, (including but not limited to street repairs), replacement and additions thereto, and for the cost of labor, professional services, equipment, materials, management, and supervision thereof. Maintenance of bulkheads, except for bulkheads located on Common Properties, shall be the responsibility of each individual Owner. Maintenance of bulkheads, if any, located on Lot 83-B shall be the responsibility of the Proctor's Cove Condominium Association, Inc. Maintenance of parking areas, driveways, etc. located on Lots 83-A and 83-B shall be the responsibility of the appropriate owners' association for those condominium developments.

The subdivision entrance may be controlled by an electronically controlled gate system, the maintenance of which will then be included in the annual assessment costs. In the event that an electronically controlled gate system is installed, the Board of Directors of the Association shall establish appropriate fees for the issuance of any electronic gate control unit provided to any Owner. In addition, the assessments levied by the Association shall include the maintenance of streets and lighting, sewerage treatment plant, grass cutting for maintenance of common areas and garbage collection from a central location within the subdivision.

4.3 Annual Assessments. The Annual Assessment fee in an amount to be determined by the Board of Directors of the Association will be required of each Owner, with the first year fee added to the Lot or Condominium Unit purchase price at the Act of Sale. The amount of any assessment due shall be prorated as may be appropriate depending upon the amount and method of payment for annual assessments as set forth in Section 4.7 below. Effective as of the date of execution of this Amended and Restated Declaration, the Declarant shall collect the assessment at the time of closing and shall remit the amount collected immediately to the Association. The separate assessment for maintenance of the sewage treatment plant shall be required of each Owner having an "improved lot" and each Owner owning a condominium unit on Lot 83-B. For the purposes of this section, an "improved lot" is defined as a lot having electrical service. The

assessment for maintenance of the sewage treatment plant shall not be assessed to owners of condominium units located on Lot 83-A since that facility will have a separate sewage treatment plant.

The Board of Directors of the Association, after consideration of current maintenance costs and future needs of the Association, may adjust the actual assessment for any year as may be required.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4.3 hereof, the Association may levy in an assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unusual or unexpected construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, and for the future dredging of common waterways should it become necessary, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and set forth the purpose of the meeting.

4.5 Change in Annual Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated, routine expenses anticipated during the coming year. The Annual Assessment shall be levied by the Board of Directors equally against all Lot Owners and Condominium Unit Owners and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses.

4.6 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of January, each year. The Annual Assessment shall be paid on or before January 31st. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

4.8 Duties of the Board of Directors. Once the Annual Budget has been prepared as per Section 4.6, above, the Board of Directors of the Association shall set the amount of the assessment against each Lot for each assessment period at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by the Treasurer of the Association, setting forth whether said assessment has been paid and, if not, any assessment that may be owed and outstanding

4.9 Effect of Non-Payment of Assessments. The personal obligation of the Owner; The Lien; Remedies of the Association. If any assessment (annual, special, or specific) is not paid when due then such assessment shall become delinquent and shall, together with such interest thereon and cost including but not limited to attorney fees, costs, interest, and professional services, costs of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid in thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at up to the rate of ten percent per annum until paid. Furthermore, the Association may file a lien and privilege against the Lot and/or Condominium Unit evidencing the amount due. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs including but not limited to attorney fees, costs, interest, and professional services, costs of preparing and filing the complaint in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided above and a reasonable attorney's fee to be fixed by the court together with cost of the action.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. A sale or transfer shall not relieve such property from liability

for any assessment nor from the lien of any such assessment.

4.11 Specific Assessments. The Association shall have the power to levy a Specific Assessment against a particular Lot and/or Condominium Unit to cover costs including but not limited to attorney fees, costs, interest, and professional services, costs incurred in bringing any said Lot and/or Condominium Unit into compliance with the terms of this Declaration; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, pursuant to the By-Laws, before levying any such Specific Assessment. The failure of the Owner to pay any such Specific Assessment when due shall entitle the Association to file an appropriate lien and to pursue such other relief as is provided in Section 4.9 above.

ARTICLE V

SECURITY AND INDEMNIFICATION AND INSURANCE

5.1 Security. The Association may, but shall not be obligated to maintain or support certain activities within the Properties to make the Properties safer than otherwise might be. PLPOA shall not in any way be considered insurers of guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot and/or Condominium Unit that the Association, its Board of Directors and Committees, are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the Condominium Units as well as the contents of Lots and/or Condominium Units, resulting from acts of third parties.

5.2 Indemnification. The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages, costs and expenses, including counsel and or attorney costs, interest, and professional services, fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, nor reasonably believed to be unlawful.

The officers and directors past and present shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee member from any and all liability to others on account of any such contract, commitment or action.

5.3 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assumed responsibility for maintenance, repair or replacement in event of casualty. All policies shall have sufficient limits to cover replacement costs of the insured improvements.

(b) Commercial general liability insurance insuring the Association, its Board of Directors and Officers, and its members for damage or injury caused by the negligence of the Association, its Board of Directors or Officers, or any of its Members, employees, agents, or contractors while

acting on its behalf. The policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Board of Directors may also obtain "umbrella coverage" in addition to the principal coverage described herein.

5.4 Annual Review. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.

5.5 Premiums. Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses and shall be included in the Annual Assessment.

ARTICLE VI

PROCTOR'S LANDING SUBDIVISION DESIGN AND CONSTRUCTION PROCEDURE FOR SUBMITTAL

6.1 General. The Design and Construction Guideline and procedures, hereinafter referred to as Design Guidelines, shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide property owners, architects, and contractors, with a set of parameters for the preparation of their plans and specification, submittal procedures for review within and approval of plans and construction procedures. All new construction or improvements to properties within the subdivision shall be reviewed and approved prior to obtaining a Building Permit from St. Bernard Parish, or any actual work taking place on the property.

6.2 Architectural Review Committee. Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by an Architectural Review Committee, hereinafter referred to as ARC. The ARC shall have (3) members. Members of the ARC shall be appointed by the Proctor's LANDING PROPERTY OWNERS' Association, Inc. and need not be members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals, whose compensation for review services, if any, shall be established from time to time by the Board. The members of the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or expenses of others, including but not limited to Attorney's fees, which may arise as a result of the administration of the Design Guidelines. The ARC may make reasonable exceptions to the Design Guidelines on an individual Lot or Lots and/or on any Condominium Units.

6.3 Requirements and Process for Review. Each applicant shall be required to complete and submit an "Application for Review" on forms to be furnished by the ARC, which shall contain basic information for the review process, together with (2) complete sets of plans and specifications, and a check in an amount determined by the Board of Directors made payable to Proctor's Landing Property Owners' Association, Inc., to defray the expenses of the ARC, in processing the application. Excessive resubmission of the application, as may be required for approval, may result in an additional processing fee an amount determined by the Board of Directors.

6.4 Submittal of Plans. The Application, with attachments, shall be submitted to the Association. One copy of the plans and specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Applicant marked "Approved", "Approved as noted", or "Disapproved".

The Plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size materials and location of all proposed structures and improvements to the property.

6.5 Requirements. The plans and specifications shall include the following:

- (1) Site Plan. A Site Plan, with minimum scale of 1"=20'-0", indicating the location of all existing trees with the applicant proposes to remove; the location of the proposed residential structure and other structures. Setback lines, retaining wall, fences, pools, patios, driveways, landscaping and irrigation systems, drainage and any other proposed, exterior improvements shall be clearly indicated.

(2) Foundation Plan. The Foundation Plan and detail sheet, certified by a licensed Engineer or Architect, and in accordance with all laws and regulatory requirements having jurisdiction. It is strongly recommended that a copy of the Subsoil Investigation, as prepared by Gillen Geotech, for the Proctor's Landing Subdivision, Inc., be obtained by the applicant, for purposes of review and consideration in the foundation design. The Subsoil Investigation may be obtained from the ARC.

(3) Elevation Plan. All buildings must be elevated on pilings to an elevation of not less than 14.5 feet above mean sea level or as required by the Federal Emergency Management Agency.

(4) Floor Plan. The Floor Plan(s), with a minimum scale of 1/4"=1'-0", indicating decks, patios, stoops, retaining walls related to the dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. In case of the dwelling with multiple floors of levels, the Floor Plan shall indicate those areas that are open to the Second Floor or interior roof line.

(5) Exterior Plan. The Front, Rear, and Side Exterior Elevations indicating building materials, finishes, openings such as doors and windows, and indicating the maximum height of the dwelling.

No building or structure shall be constructed using as a finished material, asbestos siding, imitation stone, felt paper, roll siding or galvanized corrugated siding.

(6) Roof Plan. The Roof Plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other proposed items such as gutters and downpipe locations.

(7) Miscellaneous. The exterior color scheme, lighting scheme and other details affecting the exterior appearance of the proposed dwelling and other structures. Submittal for review of these details may be temporarily deferred, but must be reviewed and approved not later than completion of the framing of the dwelling and/or other structures and improvements. Landscaping plans shall be submitted and approved prior to installation of landscaping.

6.6 Time for Approval. Each application shall be date recorded received by the ARC and shall be reviewed and approved or disapproved with written indications of required modifications within thirty (30) calendar days from the date of receipt by the ARC. In the event of disapproval and resubmission, the Proctor's Landing Subdivision, Inc., shall require an additional thirty (30) calendar days, from the date each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding or adjacent structures, typography, and finish grade elevation, among other issues. The review of the ARC may be based on purely aesthetic considerations. Failure of the ARC to approve, approve with conditions, or disapprove within the required deadline shall be deemed as approval provided there are no covenant violations on or to be placed on the property.

6.7 Variances. Variances may be considered when circumstances such as topography, natural obstructions, hardship, aesthetic or any unique circumstance exist. Request for variances must be in writing and state the reason for and the variance requested, with the owner's name, address Lot number and/or Condominium number. Any request for variance shall cause the thirty (30) day review period to run anew from the date of the variance request. The ARC shall have sole authority to approve or reject any request for variance and the decision of the ARC is final. The ARC shall not have authority to grant or prove variances or exceptions to the building code and/or other regulations of St. Bernard Parish. When there is a conflict between these declarations and the zoning ordinances, building codes, or other regulations of St. Bernard Parish, the more restrictive requirement shall apply.

6.8 Right to Enter and Inspect. Following approval of any application, plans and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any Lot, Condominium, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work on place which does not comply with approved plans and specifications.

6.9 Limitation of Liability. The approval of plans, specifications and the Design Guidelines shall not be construed as representing or implying that such plans, specifications, or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. The Proctor's LANDING PROPERTY OWNERS' Association, and or the ARC shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be constructed in compliance with any and all applicable State, Parish and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

ARTICLE VII

DESIGN AND CONSTRUCTION GUIDELINES

7.1 General. The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each lot and the construction of the residential dwelling, condominium and/or other structures and improvements. As each perspective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:

7.2 Restrictions on Use of Lots. Each Lot, or combination of Lots, shall be used for residential purposes only, and no trade or business of any kind may be carried on therein all as set forth in Article II above. Particularly, no more than one (1) dwelling shall be located on any Lot, or combination of Lots, except for Lots 82 and 83-C. Construction of condominium units is approved, as set forth herein, on Lots 83-A and 83-B. The construction of a waterway is approved on Lot 9 Doullut Subdivision to Alluvial City, St. Bernard Parish, State of Louisiana. The use of a portion of a dwelling as an office by an owner shall not be considered a violation of this covenant if such use does not create regular customer, client, of employee traffic. The use of a dwelling or portion thereof for business meetings, entertainment, or the enjoyment or business of the owner's employees, trustees, agents, clients, or customers shall not be considered a violation of this covenant if such use does not create regular customer, client or employee traffic.

7.3 Minimum Area Requirement. The minimum area requirements for residential structures shall be one thousand (1000) square feet of living area. The minimum area requirements for condominium units shall be five hundred seventy-five (575) square feet of living area. The determination of "living area" shall include screened porches.

7.4 Site Setbacks. Except for condominium units, building setbacks shall be required with a minimum of twenty (20) feet for the dwelling or other structures from the front property line, using projected property lines on Cul-de-Sac lots and a minimum of five (5) feet for the dwelling or other structures from the side property lines and ten (10) feet from the bulkhead. Setbacks for condominium units constructed on Lot 83-A shall be as follows: Front setback-27 feet from the boundary between Lot 83-A and Lot 83-B. Side setbacks-20 feet between buildings.

7.5 Trees. Trees are to remain except; those approved for removal by the ARC, those where a dwelling or other structure would be built, or trees that are determined by the ARC to be damaged, may be removed. Landscape plans for all new, proposed plant materials, walkways and other site features shall be reviewed for approval and shall include a minimum of six (6) 4" diameter, new shade trees, indigenous to the area, to be installed with landscaping.

7.6 Fences. No fence, wall, or plant material that obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street

property line with the edge of a driveway. Further, the foliage line of all trees within such distance(s) of such intersection shall be maintained at a sufficient height to prevent obstruction of such sight lines.

Fences shall conform to the architectural style of the dwelling. Fences shall not exceed six (6) feet in height. No fence shall be erected on a St. Bernard Parish drainage servitude.

7.7 Detached Structures. Gazebos and other detached or outlying structures shall be built with the same quality materials and construction of the dwelling and are preferred to be located at the rear portion of the lot. No metal buildings shall be allowed.

Garages, porticos, and porte' cocheres shall be attached, enclosed and integrated with the main structure of the dwelling except for detached garages located at the rear of the lot.

7.8 Driveways. Driveways or other areas on the lot used for vehicular traffic shall be paved concrete, or similar, approved hard-paved surface, extending from the edge of the street, continuously to the edge of the garage. Off-street parking shall be provided for a minimum of two (2) vehicles, excluding garage parking. No boats, recreational vehicles, campers or trailers of any kind shall be kept on the street. Permanent parking on the street is prohibited.

There will be no sidewalks throughout the subdivision. Walkways to the front entrance will be permitted. All walkways shall be paved concrete, brick, or similar approved materials.

7.9 Drainage. Drainage swales on any side of the lot shall be maintained with good sodding and mowed as part of the ordinary yard. Lots shall be graded from the street side(s) to the rear of the lot. Lots shall not drain on adjacent lots.

7.10 Swimming Pools. Swimming pools shall be permitted in the rear or side yards only.

7.11 Dwelling. Traditional, Southern style, architectural design aesthetics are preferred to maintain the desired character of the development. Color selections shall be compatible with the general appearance of the neighborhood and other colors on the dwelling. Bright contrasting colors shall not be permitted unless compatibility with the existing neighborhood can be clearly demonstrated. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation on the property.

7.13 Boathouses. Design, methods and equipment used for construction of boathouses must be approved by the ARC, prior to construction in the waterways.

Any boathouse or other structure located within the canal or waterway adjacent to the property shall not have enclosed sides and no roof shall extend above sixteen and one-half (16.5) feet above the mean sea level.

Any walkway or passageway from the land based structure to a boat facility shall not be higher than the interior first floor level of the land based structure.

ARTICLE VIII

CONSTRUCTION REGULATIONS

8.1 General. PLPOA, Inc., shall apply these construction regulations to all property owners, General Contractors, Builders, Sub-Contractors and other service personnel, hereinafter referred to as the GCB, while in the Proctor's Landing Subdivision. The builders, contractors and service personnel shall familiarize themselves and comply with these regulations. The Association, shall enforce these regulations and notification of violation shall be sent to the Owner of the lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have five (5) working days to correct the situation or necessary action to correct the violation may be undertaken by either Proctor's Landing, Inc. and/or the Association. These actions may include, but are not limited to, charging the property owner for the correction done; by withholding ARC review or approval until such violations are corrected; or, in certain cases, denying entry to contractors or personnel thereby preventing work within the subdivision.

Any damage to streets, curbs, drainage inlets, street markers, sewer lines, waterlines,

electrical service, mailboxes, walls, fences, landscaping, etc. shall be paid for by the GCB and or property owner.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

8.2 Construction Time. Construction must be substantially complete and enclosed for occupancy by the Owner within one (1) year of the start date of the construction and/or issuance of a building permit. No building shall be occupied or used as a dwelling before the exterior has been finished.

Construction activities that may disturb adjacent property owners shall be limited to the hours of 6:00 A.M. to 6:00 P.M., Monday through Friday and 7:00 A.M. to 4:00 P.M. on Saturdays and Sundays. Sunday construction is discouraged. Intentional interruption of public utilities may not occur on Fridays, Saturdays, Sundays, holidays and days immediately adjacent to holidays.

8.3 Trash Handling. Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, shall be removed. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by the Association to clean up the site within three (3) working days. If after the 3-day period the site has not been cleaned, the Association shall remove the debris and charge the property owner in accordance with article IV.

8.4 Erosion Control. Mud/silt/debris-free street and proper erosion control are the responsibility of the GCB and or property owner. Elimination of vehicles tracking mud throughout the subdivision shall be controlled by the GCB and or property owner. This regulation will be strictly enforced.

8.5 Facilities. Each GCB shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the GCB and or property owner and shall be located out of the right of way, and sanitized at least weekly. The GCB and or property owner shall provide adequate facilities for workers on each individual site.

If any telephone, cable TV, electrical, water, or other utility lines are cut or damaged, it is the responsible party's and or property owner's obligation to report such an accident within (30) minutes to the utility company and the Parish authorities.

8.6 Vehicles. The GCB, Sub-Contractors and other service personnel shall make every effort to limit parking to the street front of the construction site or on the site itself. The GCB, Sub-Contractors, and suppliers shall avoid blockage of the street and limit the duration of any necessary blockage to a minimum. No vehicles (cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the GCB and or property owner or operator to provide clean-up. Clean-up performed by the Association shall be charged to the property owner in accordance with article IV. Report any spills as soon as possible.

The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles. This must be obeyed.

8.7 Business Signs. Business signs or other forms of advertisement are only permitted during actual construction, and are limited to six (6) square feet maximum area. Building permits shall be posted as required, and protected from the elements. No sign or permits shall be attached to trees.

ARTICLE IX

GENERAL RESTRICTIONS

9.1 Excavation. No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth.

9.2 Water and Sewerage. No private water wells may be drilled, installed or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

The St. Bernard Water and Sewerage Commission will provide water service to the subdivision.

Proctor's Landing Subdivision will have its own sewerage treatment plant that will be maintained by the Association. In order to be connected to the forced sewer system, it will be necessary for all lot owners to purchase a "grinder pump" lift station approved by the Association. In most cases this grinder pump lift station can service two lots and the cost will be shared, by the adjoining landowners, who shall each be responsible for their pro-rata share of the cost at the time of the installation of the grinder pump lift station.

No other sewerage treatment systems will be allowed except for the separate system to be installed for service to the condominium units constructed and/or to be constructed on Lot 83-A.

9.3 Commercial Farming. No commercial farming, fishing, gardening or the raising of animals for commercial purposes shall be allowed. Ordinary household pets shall be allowed, however pets shall be under leash at all times when walked or exercised in areas other than the owners lot.

9.4 Signs. Except for entrance sign, directional signs, signs for traffic control or safety, no signs or advertising of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situated on the property, provided that one temporary real estate sign and one temporary contractor's sign not exceeding six (6) square feet in area, each, may be erected upon any lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign or contractor's sign shall be removed promptly following the sale of the property or completion of construction.

9.5 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any lot or on any common areas within the subdivision, at any time.

9.6 Noxious Activities. No noxious or offensive activity shall be carried on upon any lot or within any dwelling that may become an annoyance or nuisance to the neighborhood.

9.7 Canals and Waterways. No one will be allowed to live on their boat, barge or houseboat, or any similar craft longing to another individual or entity. Maximum speed limit for motor vessels within Proctor's Landing Subdivision canals and waterways is five (5) miles per hour (MPH). This will be strictly enforced.

9.8 Grass. Grass weeds or otherwise unattended shrubbery on all Lots, improved or unimproved, shall be mowed regularly and shall not be allowed to exceed twelve (12) inches in height at any time.

ARTICLE X

GENERAL PROVISIONS

10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or owner of any property and/or condominium unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty-five (35) years from the date this Declaration is recorded. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then-Owners of two-

thirds (2/3) of the Lots and condominium units has been recorded agreeing to change. Written notice of the proposed agreement must be sent to every Owner at least ninety (90) days in advance of any such action taken.

10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

10.3 Enforcement. The Association, through its Board of Directors, any Lot Owner, and/or any condominium unit owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Relief may be sought to restrain the violation and/or to recover damages including but not limited to attorney fees, costs, interest, and professional services. Failure to enforce any covenant of restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter.

10.4 Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in force and effect.

10.5 Amendment. These Declarations can be amended only at a meeting of the Association by the affirmative vote of sixty-seven (67%) percent those Owners entitled to vote. Any such vote may only be taken after 7 days written notice to the Owners at the same address utilized for the billing of assessments setting forth the proposed amendment and the date, time, and place at which the meeting is to be held. At the meeting, for the purpose of voting, votes shall be counted for those members present in person or by appropriate proxy.

ARTICLE XI

SERVITUDES TAKEN SUBJECT TO

11.1 St. Bernard Parish Water and Sewer Commission. The St. Bernard Parish Water and Sewer Commission, its successors and/or assigns, has been granted the right and servitude to construct, operate, improve, maintain and remove, if necessary, distribution facilities and other apparatuses, including, but not limited to grinder pumps, with the right of ingress and egress to the facilities for maintenance, repair and operation thereof, together with the right to perform all activities related to the distribution of water throughout the subdivision; upon over and across the property which Proctor's Landing Inc., owns, or in which Proctor's Landing, Inc., had an interest in the Parish of St. Bernard, State of Louisiana, and more particularly described to wit:

The streets and common areas as shown on the plan of
Lots 1 through 83 inclusive,
Proctor's Landing Subdivision, Section 38,
T14S, R15E, St. Helena Meridian,
by BFM Corporation dated,
2-24-95, drawing F-2046,
and described more fully on:

Preliminary approved drawings identified as sheets 3, 8, and 9 of 17, entitled, Proctor's Landing Utility Plan, revised 4-7-95 on file with the St. Bernard Parish Planning Commission.

No buildings or other permanent structures shall be placed on or across the servitude granted.

The property description for the Sewerage Treatment Plant is as follows:

SERVITUDE EASEMENT FOR SEWERAGE TREATMENT PLANT
FOR PROCTOR'S LANDING SUBDIVISION
ST. BERNARD, LOUISIANA

A CERTAIN PIECE OR PORTION OF GROUND, situated in the State of Louisiana Parish of St. Bernard, St. Helena Meridian, Section 38, township 14 South-Range 14 East, Shell Beach, in that part known as Alluvial City just west of the west edge of Proctor's Landing Subdivision

(New) located within a portion of SQUARE I-A1 (Formerly SQUARE IA), designated as a SERVITUDE EASEMENT FOR SEWERAGE TREATMENT PLANT, which is bounded by citrus Avenue (a 50' R/W), 3rd Street (a 50, R/w), West Indies Drive (a 40' R/W). La. Highway 46 (Public Road). Yscloskey - Shell Beach Canal, Square U, and an Unnamed Street to the north (a 50' R/W), and is more particularly described as follows:

COMMENCE at the intersection of the easterly right-of-way line of Citrus Avenue and the northerly right-of-way line of 3rd Street, said intersection is marked by a 2" galvanized iron pipe;

THENCE, turn and go along the aforesaid northerly right-of-way line, N 67 42'11" W a distance of 253.21 feet to a point marked by a 2" galvanized pipe, said point being the intersection of the aforesaid northerly right-of-way line and the westerly right-of-way line of West Indies Drive;

THENCE, turn and go along the aforesaid westerly right-of-way line, N 42 17'49" E a distance of 478.67 feet to a point marked by a 2" galvanized iron pipe;

THENCE, turn and go along the common line of Squares U and I-A1, N 67 42'11" w a distance of 20.42 feet to the POINT OF BEGINNING;

THENCE, continue along the aforesaid common line, N 67 42'11" w a distance of 38.19 feet to a point;

THENCE, turn and go N 22 17'49" E a distance of 60.00 feet to a point;

THENCE, turn and go S 67 42'11" E a distance of 50.00 feet to a point;

THENCE, turn and go along a curve to the right, having a radius of 5,158.64 feet, an arc length of 61.15 feet, along a chord of S 33 26'09" W a distance of 61.15 feet to the POINT OF BEGINNING.

The above described portion of ground contains 2,649.28 square feet. All in accordance with a plan of re-subdivision by R.P. Fontcuberta, Jr., Registered Professional Land Surveyor, dated February 25, 1995, revised March 13, 1995, revised March 25, 1995, revised July 3, 1995. Drawing No. F-2046o File No. L001-0058\ F2046.001.

The Clerk of Court for the Parish of St. Bernard is hereby requested to make note of this Second Amended and Restated Declaration of Covenants, Restrictions and Servitudes in the margin the Original Restrictions and Covenants executed by act dated July 25, 1995 passed before Deryle A. Bourgeois, Notary Public, recorded on July 31, 1995 at COB 588, folio 554 and in the margin of the Act of Correction filed on June 9, 1997 at COB 627, folio 310, in the records of St. Bernard Parish, State of Louisiana, and in the margin of the Second Amended and Restated Declaration of Covenants, Restrictions and Servitudes.

This instrument shall be binding, although executed in separate counterparts, upon execution by the last party to sign.

These Second Amended and Restated Declaration of Covenants, Restrictions and Servitudes were adopted, read, and signed in the presence of the undersigned competent witnesses, and notaries after due reading of the whole.

ACKNOWLEDGMENT


STATE OF LOUISIANA

PARISH OF Saint Bernard

On this, the 9TH day of DECEMBER, ²⁰¹³~~2012~~, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared Ted Kampen, appearing herein on behalf of Proctor's Landing Property Owners' Association, Inc. who, being duly sworn, declared that he is the identical person who executed the foregoing Amended and Restated Declaration of Covenants, Restrictions and Servitudes on behalf of the Corporation, that his signature is his own true and genuine signature, and that he executed said instrument of his own freewill and accord for the purposes and considerations set forth therein.



Ted Kampen
President



Joseph "Nick" Nicolosi
Secretary

WITNESSES:



MYLA BELTRAN



STEPHEN KAMPEN



NOTARY PUBLIC

JUDY F. MIXON
NOTARY PUBLIC LA ID #128802
JEFFERSON PARISH, LA
COMMISSIONED FOR LIFE