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**AMENDMENTS TO AND RE-ENACTMENT OF RESTRICTIONS OF  
PLEASANT VIEW LAKE SUBDIVISION**STATE OF LOUISIANA  
PARISH OF POINTE COUPEECLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 10th day of August, 2012, before me, a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

**WATER VALLEY, LLC**, a Louisiana limited liability company domiciled in Pointe Coupee Parish, Louisiana, address: 419 East Main Street, New Roads, LA 70760; represented herein by Derek Paul Moreau, its duly authorized undersigned member/manager;

hereinafter designated as "Appearer";

who declared that certain restrictions were established for **Lots 1 through 50** of **PLEASANT VIEW LAKE SUBDIVISION** by Pleasant View Development, LLC, the original "developer" of said subdivision, by act dated November 30, 2006, filed and recorded on December 1, 2006 under Entry No. 011 of Conveyance Book 528, records of Pointe Coupee Parish, Louisiana; that said restrictions were revised by said original developer by act filed and recorded on July 25, 2008 under Entry No. 149 of Conveyance Book 545, records of said parish; that both the original and revised versions of said subdivision restrictions recited that the developer retained the right to modify or change any restrictions as it deems necessary until such time as 95% of all lots of Pleasant View Lake Subdivision have been sold by the developer; that Appearer acquired all of the right, title and interest of Pleasant View Development, LLC in and to the 28.62 acre tract (designated as Tract PV-3A) on which the subdivision was developed (less and except eleven lots previously sold by the original developer) via sheriff's deed dated June 13, 2012, filed and recorded under Entry No. 084 of Conveyance Book 586, and Entry No. 078 of Mortgage Book 472, records of Pointe Coupee Parish, Louisiana; and Appearer currently owns 39 subdivision lots and thus has the right to modify the restrictions of Pleasant View Lake Subdivision.

Appearer further declared that it does hereby completely amend, revise and re-enact the subdivision restrictions of Pleasant View Lake Subdivision, revoking the original restrictions, as amended, so that henceforth all lots comprising said subdivision, namely **Lots 1 through 50** of said **PLEASANT VIEW LAKE SUBDIVISION**, as fully shown and designated on the subdivision plat made by Applied Engineering Services, L.L.C., and signed by Norris J. Decoteau, R.L.S. on November 9, 2006, filed and recorded under Entry No. 053 of Conveyance Book 527, and Map No. 936 of Map Book 6, records of Pointe Coupee Parish, Louisiana, are hereby subjected to the following building restrictions, conditions and restrictive covenants which are hereby made applicable to said lots and which shall constitute covenants running with the land, viz:

1. No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. The owner of any two adjoining lots may erect a residence on the common lot line of said two lots which shall be considered for purposes of these restrictions as one building lot.

2. No single-story dwelling shall be constructed having an area of less than 1,500 square feet of heated living space on the first or ground floor, exclusive of garages, carports, porches and breezeways. No two-story dwelling shall be constructed having an area of less than 1,700 total square feet of heated living space, exclusive of garages, carports, porches and breezeways.

3. Every residence shall include at least 3 bedrooms and 2 full bathrooms.

4. Every residence shall include a front-entry or side-entry garage or carport which holds a minimum of two cars. All carports shall include enclosures which must be approved in advance by the Architectural Control Committee referenced hereinbelow.

5. The minimum interior ceiling height in every residence shall be 9 feet.

6. Every residence shall be constructed on a slab. No residence may be constructed on piers, blocks, stilts or otherwise raised off the ground.

7. The exterior of each residence shall be constructed of brick, stucco, Hardiplank and/or vinyl siding. However, in no event shall vinyl siding make up more than 35% of the exterior of any residence.

8. The minimum roof pitch of every residence shall be 8/12 (8 on 12), unless a variance is allowed by the Architectural Control Committee.

9. No residence (including carport or garage) or accessory building shall be located on any lot nearer than twenty-five (25) feet to the front property line, or nearer than five (5) feet to any side property line, or nearer than thirty (30) feet to any rear property line.

10. No wooden fences in excess of 6 feet in height shall be constructed on or near the side lines of any lot. No wooden, metal or other fence in excess of 4 feet in height shall be constructed across the rear of any lot within 50 feet of the water's edge of the lake.

11. No metal, aluminum or vinyl storage buildings or out-buildings shall be allowed on any lot. All such storage buildings or out-buildings shall have the same general appearance as the residence constructed on the same lot.

12. No trailer, mobile home, modular home, pre-fabricated home, manufactured housing, recreational vehicle, camper, motor home, geodesic dome house, "A-frame" house, shack, tent, barn, garage, other outbuilding or any building or structure of a temporary character shall at any time be used, either temporarily or permanently, as a residence on any lot.

13. No lot shall be re-subdivided to have a smaller area than as shown on the original subdivision plat, unless one or more lots is divided and joined to contiguous lots and no individual lot results therefrom which has an area smaller than the area of any of the original lots which were divided.

14. No boats, recreational vehicles, campers, buses, or trailers of any kind, or parts or appurtenances of any boats, recreational vehicles, campers, buses or trailers, shall be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the front building setback line enumerated hereinabove, nor shall any such items be kept, stored, repaired or maintained on any lot behind the front building setback line in any manner which would detract from the appearance of the subdivision.

15. No abandoned or junked automobiles or other vehicles or watercraft shall be allowed to remain on any lot or on any street.

16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale, or signs used by a licensed real estate broker or bonded builder to advertise the property during any construction and sale period.

17. All culverts shall meet the minimum requirements of the Pointe Coupee Parish Police Jury.

18. No mineral drilling, development, refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or underneath the surface of any lot. No derrick or other structure designed for use in drilling or boring for oil, natural gas, hydrocarbons, or any other mineral shall be erected, maintained or permitted upon any lot.

19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, or constitute a nuisance.

20. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris and unused construction materials shall be immediately removed from the premises.

21. No building materials or building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other authorized building thereon.

22. The construction of every residence shall be completed within 12 months from the date building materials are first placed on a lot.

23. Driveways must be constructed of concrete. No asphalt, dirt, gravel, shell or other type of driveway shall be allowed.

24. 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 lot owners.

25. All lots shall be kept in a neat, orderly and sanitary condition and all grass and other vegetative growth shall be cut and maintained at all times at a reasonable height.

26. Each lot must be landscaped within a reasonable time following the construction of a residence thereon, but in no event less than six (6) months after the residence is completed.

27. Before any building is constructed on any lot, or any comprehensive landscaping plan is implemented on any lot, the plans shall be presented to and approved by an Architectural Control Committee (hereinafter "Committee"). The Committee shall consist of 3 individuals, all of whom shall be appointed by Water Valley, LLC, until such time as Water Valley, LLC no longer owns any subdivision lots. Thereafter, the Committee shall consist of 3 lot owners to be elected to 2-year terms by a plurality vote of the owners of all subdivision lots, with each lot having one vote regardless of the actual number of owners of such lot. A quorum of 2 members of the Committee shall be necessary to conduct any business of the Committee, and Committee members may appear by proxy granted to any owner of a subdivision lot, including any other Committee member. The Committee shall have the power and authority to adopt rules and procedures governing all aspects of Committee meetings, selection of a Committee chairperson, conducting elections of Committee members, and all other matters pertaining to Committee operations and conducting Committee business.

28. Each lot owner shall automatically become a member of the Pleasant View Lake Subdivision Homeowners Association (hereinafter "Association"). The Association shall maintain all common areas and public streets of the subdivision and all utilities (street lighting, waste treatment facilities, water well and/or pump for lake, etc.) and other expenses which serve the subdivision in general. The Association shall have the authority to levy monthly and/or annual assessments to all lot owners to cover necessary expenses of the Association, and to file liens against any subdivision lot whose owner fails to pay the assessments. The Association shall hold meetings as needed on any subdivision lot or at any home constructed on a subdivision lot, and notices of all meetings shall be sent out to lot owners via electronic mail, text message, posting on doors and/or any other reasonable means of notifying lot owners, at least 3 days prior thereto. On all matters brought before the Association, each lot shall have one vote regardless of the actual number of owners of such lot. The Association may vote on any issue, matter or business brought before it as long as at least 25 lots are represented at the meeting, in person or by proxy, and a majority of the votes actually cast on any issue shall be determinative of the outcome.

The invalidation of any one of these restrictions, or part thereof, by judgment, court order or otherwise, will in no way affect any other provisions herein contained, which other provisions will remain in full force and effect.

Water Valley, LLC retains the sole and absolute right to amend, modify, revise or otherwise change any subdivision restriction until such time as it no longer owns any subdivision lots. Thereafter, the owners of a majority of the subdivision lots may amend, modify, revise or otherwise change any subdivision restriction.

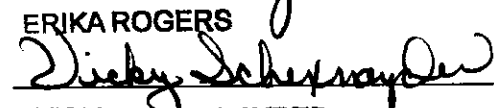
These subdivision restrictions shall run with the land and be binding upon all future owners of said lots, their successors and assigns.

THUS DONE AND PASSED at my office in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said Appearer, and me, said notary, the day, month and year first above written.

WITNESSES:




ERIKA ROGERS




VICKY SCHEXNAYDER

WATER VALLEY, LLC

By:

  
Derek Paul Moreau, Member/Manager

  
Stephen P. Jewell  
La. Bar Roll No. 23146  
NOTARY PUBLIC