

Act Imposing Protective Covenants and Building Restrictions

Before the undersigned Notary Public and witnesses personally appeared:

Blind River Properties, Inc., a corporation organized under the laws of the State of Louisiana ("BRP"), having a permanent mailing address of P.O. Box 270, French Settlement, LA 70733 represented herein by G. Glen Martin, its President, authorized pursuant to a corporate resolution attached hereto;

who declared the following:

1. **Creation of Campsites.** BRP is the owner of certain property located in Sections 2, 10, 11 & 15, T10S R5E; Section 3, T10S R6E; Sections 30, 31, 32, 33 & 34, T9S R6E; and Sections 35 & 36, T9S R5E all in Livingston Parish, Louisiana, which has been surveyed and subdivided by G.E.C., Inc. into campsites created pursuant to three filings. G.E.C., Inc. has prepared and recorded the following plats of the campsites:

- a. "Final Plat of Blind River Campsites - First Filing - (Lot 71-125) Located in Section 31, 32, 33, & 34, T9S-R6E, G.L.D., Section 3, T10S-R6E, G.L.D., Livingston Parish, Louisiana for Blind River Properties, Inc. P.O. Box 270 French Settlement, LA. 70733" dated July 25, 1997, recorded November 17, 1997 at Entry No. 391537 A & B of the official records of Livingston Parish, Louisiana (referred to herein as the "First Filing Plat");
- b. "Final Plat of Blind River Campsites - Second Filing - (Lot 1-70) Located in Section 2, 10, 11, 15, T10S-R5E, G.L.D., & Section 35, 36, T9S-R5E, G.L.D., Livingston Parish, Louisiana for Blind River Properties, Inc. P.O. Box 270 French Settlement, LA. 70733" dated August 21, 1997, recorded November 17, 1997 at Entry No. 391538 A & B (referred to herein as the "Second Filing Plat");
- c. "Final Plat of Blind River Campsites - Third Filing - (Lot 126-137) Located in Section 30 & 31, T9S-R6E, G.L.D., & Livingston Parish, Louisiana for Blind River Properties, Inc. P.O. Box 270 French Settlement, LA. 70733" dated September 17, 1997, recorded November 17, 1997 at Entry No. 391539 A & B (referred to herein as the "Third Filing Plat");

The First Filing Plat, the Second Filing Plat and the Third Filing Plat are collectively referred to herein as the "Plats". The Plats show tracts numbered 1 thru 87 and 90 thru 137, which are collectively referred to herein interchangeably as the "Tracts" or the "Campsites".

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2. **Riverfront Property.** The Tracts front on Blind River (the "River"). The present owners of the Tracts and all future owners of the Tracts agree to utilize the River in such a manner as to refrain from interfering with the peaceful use of the River by other property owners, whose property also adjoins the River, and any other user of the River. In addition these owners further agree (i) not to erect any obstruction in the River or to deposit any trash, debris, or rubbish therein; (ii) to cooperate in maintaining the River in a clean and sanitary condition; and (iii) to do nothing which would obstruct the flow of boat traffic through the River.

3. **Mineral Reservations.** BRP further declares that it is its intention to sell the Tracts for the purpose of being used as campsites and that in each deed BRP will reserve all the oil, gas, and mineral rights in, to and under the Tracts including all rights to hadite found under the Tracts. In addition, BRP will reserve all subterranean waters in and under the property conveyed. Notwithstanding these reservations, the purchaser of a tract will be allowed to drill and produce a single well into the subterranean waters with a subsurface depth of no greater than 500 feet below the surface of the earth. In the alternative, and only in the event that purchaser is not successful in producing water from the stratigraphic intervals of 0 to 500 feet, then the purchaser will be entitled to drill a water well to such deeper depth as vendor or vendee may agree upon. The use of the underground water by the owners of the Tracts other than BRP will be limited to their personal use and no resale will be allowed.

BRP agrees to provide a waiver of all surface rights in the mineral reservations, with the understanding that BRP could maintain the mineral reservation in full force and effect by any other means, including but not limited to unitization and/or directional drilling. Unitization operations on a part of the servitude tract will constitute operations on the entirety of the servitude.

4. **Imposition of Restrictions.** BRP further declares that it hereby creates and imposes those restrictions and conditions (the "Restrictions") detailed in the attached Exhibit A upon the Tracts. The Restrictions will apply to all the Tracts and will serve as covenants running with the land, binding upon all the transferees of all the Tracts and their heirs and assigns in accordance with the terms of this Act.

5. **Acceptance.** The acceptance tacitly or in writing by any person of a deed to any of the tracts, or the execution by any such person of a contract to purchase any such property, will constitute a full acceptance of the Restrictions on the part of the purchasers, vendee, or their heirs and assigns.

6. **Enforcement.** Enforcement of the Restrictions may be by proceedings at law or equity, and against any person or persons violating or attempting to violate any provision herein contained, either to restrain the violation or to recover damages. The BRP Committee (defined in Exhibit A) and every owner of any tract will be vested with the right to institute and prosecute proceedings to enforce the provisions contained herein and may seek injunctive relief to terminate any act, or remove or alter any improvement not in compliance with the Restrictions.

7. **Association.** BRP has deemed it desirable, for the efficient preservation of the values of the Campsites, to create an agency to which will be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and BRP has caused to be incorporated under the laws of the State of Louisiana, as a non-profit corporation, the Blind River Campsite Owners Association, Inc. (the "Association"), for the purpose of exercising those functions.

7.1 **Membership.** Every person who is a record owner of a tract will be a member of the Association, provided that any person who holds such interest merely as a security for the performance of an obligation will not be a member.

7.2 **Transfer of Authority.** BRP may retain the authority granted to it in this Act and the accompanying Restrictions, including, but not limited to, the right to approve the location of all camps on the Campsites, the right to approve all plans and specifications of all structures to be built on the Campsites and the authority to enforce the Restrictions until such time as: (i) 75% of the tracts are sold; and (ii) in the sole opinion of BRP, the Association is able to assume responsibility for enforcement of the Restrictions.

8. **Amendments.** Upon transfer of the authority of BRP to the Association, any one or all of the Restrictions may be amended or eliminated in whole or in part or new and additional restrictions may be added to this Act, at any time with the consent in writing of owners having at the time of consent, fifty percent (50%) of the ownership of the Tracts. Prior to the transfer of authority from BRP to the Association, the BRP Committee will have the sole authority to amend the Restrictions. BRP acknowledges that those restrictive covenants found on the Plat, which covenants have also been included in the Restrictions, have been mandated by certain governmental agencies which have approved the development only after these restrictions have been adopted. Consequently, notwithstanding any language contained in this Act, at no time may any of the Restrictive Covenants listed on the Plat be amended or eliminated by BRP, the BRP Committee, the Association or any other person without the approval of the appropriate governmental agency.

9. **Termination.** The Restrictions will run with the land and will be binding on all of the Tracts until January 1, 2030, after which they will be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then owners of the Tracts, modifying or terminating the Restrictions is filed in the official records of Livingston Parish, Louisiana. Notwithstanding the language contained herein, none of the Restrictive Covenants listed on the Plat, which covenants are also included in the Restrictions, will be deemed terminated unless approval of their termination is acquired from the appropriate governmental agency.

10. **Conflict with Governmental Requirements.** The Restrictions are intended to be in addition and not to replace any governmental requirements. In the event of any conflict between any one of the Restrictions and a governmental requirement, the stricter of the two will apply.

11. **Severability.** The invalidation of any one or more of these covenants by judgement or court decree will in no way affect the other covenants contained herein, which covenants will remain in full force and effect.

[Signatures on following page]

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Signed this 17th day of Dec., 1997, in Baton Rouge, Louisiana, in the presence of the undersigned Notary Public and witnesses.

Witnesses:

Blind River Properties, Inc.

Kim B. Siegel

G. Glen Martin
G. Glen Martin, President

Handy Dexta

Glen E. Martin
Notary Public

Exhibit A
Declaration of Covenants and Restrictions
of Blind River Campsites

1. Architectural Control

Individual campsite owners must contact the BRP Committee prior to clearing any land or commencing construction. No campsite or building of any kind, no improvement, construction or fence will be erected, placed, altered or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure will have been approved in writing by The Blind River Properties Site and Design Review Committee (the "BRP Committee"), as provided in this Declaration, as to harmony of design with existing structures and location with respect to topography and finish grade level.

Prior to commencement of construction of any kind, the following must be submitted to the BRP Committee: (i) plans and specifications of any construction; (ii) all permits required by the appropriate governmental entities to place the proposed construction in compliance with any and all governmental regulations, laws, building codes, and safety requirements. Despite any approval obtained from the BRP Committee, the individual campsite owners will be responsible for fulfilling any governmental requirements in the use of its campsite(s) and the BRP Committee may take any appropriate action to enforce compliance with any unfulfilled governmental requirement.

The BRP Committee may inspect the individual campsites as needed, during and after any construction on the sites, to determine that all structures are: (i) located as approved; (ii) built in conformity with the approved plans and specifications.

Any clearing of a campsite or commencement of construction without the approval of the BRP Committee, or any other activity not in compliance with this Declaration will be immediately discontinued upon verbal direction of the BRP Committee, to be followed in writing indicating the nature of the violation and the necessary action required. No further work will be permitted until the violation has been resolved.

2. Site and Design Review Committee

The Blind River Properties Site and Design Review Committee will consist of three members appointed by Blind River Properties, Inc., its successors or assigns. The primary purpose of The BRP Committee will be to ensure all campsite owners uphold and implement all of the terms of this Declaration. The BRP Committee will initially consist of the following members:

1. G. Glen Martin
P.O. Box 270
French Settlement, LA 70733

2. Ruby Thomas
P.O. Box 270
French Settlement, LA 70733

3. Jerry Jones
c/o GEC
P.O. Box 84010
Baton Rouge, LA 70881-4010

The BRP Committee will meet as requests are submitted for approval. Any two members can review a request; the committee may either grant approval of the request, approve the request with stipulations or deny approval.

3. Land Use and Building Type

All tracts will be a minimum of three acres in size. All tracts will have a minimum of 300 feet of water frontage. Tract owners will not be allowed to further subdivide any tract.

Each tract will have only one occupied structure. All occupied structures will be connected to electricity.

No professional or commercial enterprise or office or place of business will be conducted on any tract.

The exterior of the structures must be finished with materials which are approved by the BRP Committee prior to construction. Most types of manufactured housing will not be allowed. Pre-manufactured components will be allowed.

All boat houses will be subject to the approval of the BRP Committee.

4. Building Size and Location (Minimum Size and Setbacks)

The main building on the Campsite will contain no less than 700 square feet. All campsite structures must be built nearest to the centerline of the tract. Any offset must be approved by the BRP Committee prior to construction.

5. Environmental and Sewage Requirements

All potential initial and successive purchasers of the Tracts must be notified of the restrictive covenants found on the Plat and the covenants must be referred to in each Act of Sale and duly file in the conveyance records of Livingston Parish.

In the event of degradation of water quality standards in Blind River and its tributaries, more stringent environmental controls might be required by governmental entities and if so, it would be the individual lot owner's responsibility to comply with these controls.

The Louisiana Department of Health-Office of Public Health must approve each individual sewage system. Each individual sewage system must be properly maintained to insure all disinfection of effluent will meet state standards.

All effluent will be discharged to the rear of the individual tracts extending a minimum of 150 feet from the water body.

Running water will be required for each occupied structure. All water wells must be constructed according to Louisiana Department of Transportation and Development standards, including safe distances from sewage systems and full depth grouting of each well will be required.

Purchasers of tracts will be responsible for obtaining all necessary permits and certificates required for improving land or constructing a camp and appurtenant structures. These permits and certificates will include but are not limited to the following:

- (i) United States Army Corps of Engineers Permit - 404 Permit and Section 10.
- (ii) Louisiana Department of Wildlife & Fisheries-Scenic River Permit for sites on Blind River.
- (iii) Louisiana Department of Environmental Quality - Water Quality Certificate.
- (iv) Department of Natural Resources - Coastal Use Permit (If applicable).

6. Easements.

Easements for installation of utilities and drainage facilities are reserved as shown on the Plat.

7. Trash and Garbage Receptacles.

Garbage will be disposed of in a timely manner. Trash and garbage receptacles will be covered at all times, except during collection or disposal and maintained in a sanitary condition.

8. Temporary Housing.

No trailer, house-trailer, tent, shack, barn, or truck or any temporary structure will be used as a campsite on any tract at any time, either temporarily or permanently, or will be placed or erected on said tracts and no dwelling will be occupied in any manner at any time prior to its completion. The work of constructing any building will proceed diligently.

9. **Signs and Nuisances.**

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No advertising signs, including any signs advertising the sale of real estate, billboards, unsightly objects or nuisances will be erected placed or permitted to remain on any campsite, nor will any tracts be used in any way which may endanger the health or unreasonably disturb the holder of any other property. No illegal, obnoxious or offensive activity will be permitted on any lot nor will anything be done thereon which may be a nuisance to the neighborhood or committee.

10. **Maintenance.**

For the purpose of keeping the Campsites in an orderly condition at all times, each campsite owner will maintain his campsite in a presentable condition. No unsightly boxes, cans, rags, or other debris will be stored or kept on the property.

Resolution of the Board of Directors of
Blind River Properties, Inc.

At the meeting of the Board of Directors of Blind River Properties, Inc. (the "Corporation") held at the office of the Corporation on the 15th day of December, 1997, the following resolutions were duly adopted:

BE IT RESOLVED, that the Corporation desires to encumber certain immovable property (the "Property") designated as Tracts 1 thru 87 and 90 thru 137 located in Sections 2, 10, 11 & 15, T10S R5E; Section 3, T10S R6E; Sections 30, 31, 32, 33 & 34, T9S R6E; and Sections 35 & 36, T9S R5E all in Livingston Parish, Louisiana, all as more fully shown on the following maps:

- a. "Final Plat of Blind River Campsites - First Filing - (Lot 71-125) Located in Section 31, 32, 33, & 34, T9S-R6E, G.L.D., Section 3, T10S-R6E, G.L.D., Livingston Parish, Louisiana for Blind River Properties, Inc. P.O. Box 270 French Settlement, LA. 70733" dated July 25, 1997, recorded November 17, 1997 at Entry No. 391537 A & B of the official records of Livingston Parish, Louisiana (referred to herein as the "First Filing Plat");
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with restrictive covenants to be placed on the Property in a document to be entitled "Act Imposing Protective Covenants and Building Restrictions" (the "Act");

BE IT FURTHER RESOLVED, that **G. Glen Martin**, President, be and he is hereby authorized, directed and empowered to have full power and authority to execute the Act on behalf of the Corporation and to make, sign and execute in the name of the Corporation all other acts that will or may be necessary to carry out the placing of the restrictions on the Property.

Certificate

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I, To Anne Sasser, Secretary of Blind River Properties, Inc., certify the above and foregoing to be a true and correct copy of the minutes of the Board of Directors of the Corporation, duly and legally called, convened and held at French Settlement Louisiana on 12/15/97, 1997, where a quorum of the board of directors were present and that the same has not been revoked or rescinded.

Witness my signature at Richmond Hill, Georgia, Louisiana, on this 16th day of December, 1997.

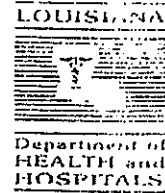
[Signature]
Secretary



M. J. "Mike" Foster, Jr.
GOVERNOR

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STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS



Dobby P. ...
SECRETARY

November 18, 1997

Honorable Charles W. Roberts
Wray & Kracht, L.L.P.
Attorneys At Law
Post Office Box 80239
Baton Rouge, Louisiana 70808-0239

RE: Blind River Properties, Inc.
Livingston Parish, Louisiana
(135 Sites)

Dear Judge Roberts:

This is to acknowledge receipt of your correspondence of November 12, 1997, addressed to Dr. Jimmy Guidry and me, in response to the above referenced proposed development and my letter to you of October 17, 1997.

This is to advise you that Mr. H. M. Westholz, Jr. and I have reviewed your proposal of September 18, 1997 along with your response of November 12, 1997 and find that it meets the requirements set out in my letter to you of October 17, 1997.

Therefore, this is authority for individual sewage systems and private (individual) water wells to be utilized on each of the identified 135 lots in the proposed development in Livingston Parish. In other words, a community system will not be required, based on the assurances specified in your correspondence of September 18, 1997 and November 12, 1997.

It is understood that each purchaser of each of the lots will have to obtain specific permits for sewage and water, in conformity with this letter and yours of September 18, 1997 and November 12, 1997.

Finally, with respect to the issue of multiple structures with corresponding lessee's on some lots, I understand your proposal to be that Blind River Properties, Inc. will retain ownership of those lots until such time as there is only one lessee, with only one occupied structure per lot, and then the lot would be offered for sale.