

# Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
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(225) 686-2216

**Received From :**

TRI PARISH TITLE  
1930 FLORIDA AVE. SW  
DENHAM SPRINGS, LA 70726

**First VENDOR**

LAKE AT SUMMERFIELD

**First VENDEE**

LAKE AT SUMMERFIELD

**Index Type :** Conveyances

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## Recorded Information

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

On (Recorded Date) : 05/14/2010

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CLERK OF COURT  
THOMAS L. SULLIVAN JR.  
Parish of Livingston

I certify that this is a true copy of the attached document that was filed for registry and  
Recorded 05/14/2010 at 3:08:39  
Recorded in Book 1071 Page 419  
File Number 718780



Deputy Clerk

**Return To :**

**SECOND AMENDMENT TO RESTRICTIVE COVENANTS  
FOR THE LAKE AT SUMMERFIELD SUBDIVISION**

PARISH OF LIVINGSTON  
STATE OF LOUISIANA

BE IT KNOWN that on this 14<sup>th</sup> day of May, 2010, before me, Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WELLER AND ASSOCIATES, INC.**, a Louisiana corporation, organized and existing under the laws of the State of Louisiana, with its principal place of business located in the Parish of Livingston, State of Louisiana, herein represented by its President, Walter G. Weller, duly authorized, and whose present mailing address is declared to be 9319 Lockhart Road, Denham Springs, Louisiana 70726,

hereinafter called "APPEARER", who declares the following:

Whereas, APPEARER is the developer of that subdivision known as THE LAKE AT SUMMERFIELD SUBDIVISION, situated in the Parish of Livingston, State of Louisiana, and designated on a official plan thereof, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, as Lots One Hundred Thirteen (113) through One Hundred Forty-Four (144), inclusive, said subdivision being more particularly described on said subdivision plat;

Whereas, APPEARER has established and recorded Restrictive Covenants for the Lake at Summerfield Subdivision recorded at Conveyance Book 986, Page 924, Entry No. 650823 and as amended by instrument recorded at Conveyance Book 1067, Page 664, Entry No. 716581, all of the official conveyance records for the Parish of Livingston, State of Louisiana, hereinafter collectively called "THE RESTRICTIONS";

Whereas, pursuant to THE RESTRICTIONS aforesaid, APPEARER has the right to amend THE RESTRICTIONS at his sole discretion until such time as the developer has sold the last lot he owns in the subdivision.

Therefore APPEARER does hereby amend THE RESTRICTIONS to read as follows:

DWELLING SIZE

For single story residences, the finished living area of the main structure, which is defined as that area covered by the central heating and/or air conditioning systems of said structure, and exclusive of carports, open porches, and garages, shall not be less than Seventeen Hundred Fifty (1750) square feet. For one and one half story, the ground floor shall not be less than Fourteen Hundred (1400) square feet. Buildings may not exceed two and a half stories in height.

Notwithstanding any other provisions contained in THE RESTRICTIONS to the contrary, the restrictive covenants entitled "LAND USE AND BUILDING TYPE", "BUILDING CONSTRUCTION" and "DWELLING SIZE" and all of their component parts, may only be amended, altered or changed by a written instrument signed by all of the then lot owners of The Lake at Summerfield Subdivision, signifying their unanimous consent, agreeing to amend, alter or change said restrictive covenants in whole or in part, duly recorded in the records of Livingston Parish, Louisiana.

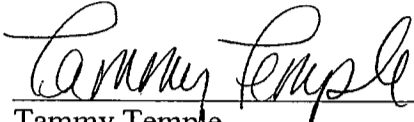
By these presents and pursuant to THE RESTRICTIONS, Jay M. Easley be and is hereby appointed as a member of the Architectural Control Committee for The Lake at Summerfield Subdivision.

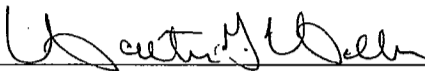
APPEARER further declares that the amendment shall in no way affect any of the other provisions of the restrictions, and the latter shall remain in full force and effect.

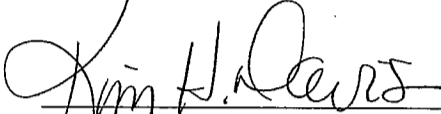
THUS DONE AND SIGNED by the APPEARER on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.


WITNESSES:

WELLER AND ASSOCIATES, INC.

  
\_\_\_\_\_  
Tammy Temple

By:   
\_\_\_\_\_  
Walter G. Weller, President

  
\_\_\_\_\_  
Kim H. Davis

  
\_\_\_\_\_  
DONALD L. MIERS, JR.  
NOTARY PUBLIC  
BAR ROLL NO. 26687

WELLER AND ASSOCIATES, INC.  
P. O. BOX 972  
DENHAM SPRINGS, LOUISIANA 70726

Minutes of a special meeting of the Board of Directors of Weller and Associates, Inc.


Held at  
9319 Lockhart Road,  
Denham Springs, Louisiana ,  
April 13, 2010


RESOLVED, that meeting of the Board of Directors, officers and all Shareholders of Weller and Associates, Inc. was called and held at its corporate headquarters and that a motion was made, duly seconded, and after due discussion, the directors, officers, and shareholders authorized and empowered Walter G. Weller, for and on behalf of this corporation, to modify and amend the Subdivision Restrictions for the Lake at Summerfield Subdivision as follows:


DWELLING SIZE

For single story residences, the finished living area of the main structure, which is defined as that area covered by the central heating and/or air conditioning systems of said structure, and exclusive of carports, open porches, and garages, shall not be less than Fifteen Hundred (1500) square feet. For one and one half story, the ground floor shall not be less than Twelve Hundred fifty (1250) square feet. Buildings may not exceed two and a half stories in height.

There being no further business, the meeting was adjourned.

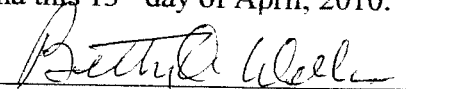
  
Walter G. Weller

  
President/ Walter G. Weller

  
Secretary/ Betty O. Weller

I Betty O. Weller, the Secretary of Weller and Associates, Inc., do certify the above and foregoing to be a true and correct copy of the excerpts from the minutes of a special meeting of the Board of Directors of said corporation, duly and legally called, convened and held in Denham Springs, Louisiana on April 13, 2010, whereat a quorum of the directors was present, and the same has not been revoked nor rescinded.

WITNESS my signature at Denham Springs, Louisiana this 13<sup>th</sup> day of April, 2010.

  
Secretary/ Betty O. Weller

Restrictive Covenants  
For  
THE LAKE AT SUMMERFIELD

Parish of Livingston  
State of Louisiana

BE IT KNOWN, that on this 19th day of September, 2007, before me, a Notary Public duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Weller and Associates, Inc.

A Corporation, organized and existing under the laws of the State of Louisiana, with its principal place of business located in the Parish of Livingston, State of Louisiana, herein represented by its President, Walter G. Weller, duly authorized by resolution of the Board of Directors of said Corporation, whose permanent address is declared to be: 9319 Lockhart Road, Denham Springs, Louisiana 70726.

Who declared that appeared of the following property to wit:

Thirty Two certain lots or parcels of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any wise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as The Lake at Summerfield, and designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the Parish of Livingston, State of Louisiana, as Lots One Hundred Thirteen (113) through One Hundred Forty-Four (144), inclusive, said subdivision being more particularly described on said subdivision map.

Appearer declares that there are hereby established the following restrictive covenants affecting all of the hereinabove described lots, which said protective covenants and restrictions shall run with the land and shall be in favor of each and all said lots, and binding upon the purchasers, owners and occupants of all such lots.. Said restrictions being enumerated as follows, to wit:

**PURPOSE OF THESE RESTRICTIONS**

The purpose of these restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The property is subject to obligations, covenants, restrictions, servitudes and conditions, to ensure the best use and most appropriate development and improvement of each lot, to protect owners against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property, to guard against the erections thereon of poorly designed or proportioned structure, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain building setback lines, and in general to provide adequately for quality improvements of the property and thereby enhance the values of investments made by the developer and purchasers of lots.

**ARCHITECTURAL CONTROL**

There is hereby designated an Architectural Control Committee for this subdivision. The initial members of this Committee are as follows:

1. Walter G. Weller, Denham Springs, Louisiana
2. Betty O. Weller, Denham Springs, Louisiana

3. David Michael Weller, Denham Springs, Louisiana

Any two members of the Committee may designate a representative to act for them. In the event of death or resignation of any member, the remaining members shall have the authority to appoint a successor. No member shall be entitled to any compensation for services performed in connection with the administration of these covenants.

**Submission of Plans.** Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner of a Lot shall submit to the Architectural Control Committee a set of plans and specifications for the construction or remodeling of any residence, garage, building, fence or walls, swimming pool, and other significant improvements. The following must be submitted:

- (a) A copy of the plans or drawings and specifications which must show all exterior materials, finishes and designs;
- (b) A plot plan showing the location of all improvements.

No work may commence on any lot until the committee has given written approval.

**Review of Plans.** The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

**Duration of Approval.** In the event work pursuant to approved plans or proposals is not commenced within one (1) year of the date of the plans or proposals are approved (or deemed approved) and continued with reasonable diligence thereafter, then the approval of such plans or proposals shall expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

**Standards for Review.** In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances. The Committee shall also require the exterior design and color of all construction, repair, and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot.

All builders must be approved in writing by the Architectural Control Committee. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure(s) have been approved by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Committee for a period of five (5) years from the date of submission.

#### LAND USE AND BUILDING TYPE

Existing trees must not be removed, unless in approved building site or driveway, and approved by Architectural Control Committee.

No lot shall be used except for residential purposes, nor re-subdivided to accommodate more than one family residence.

No residence may be rented out, leased, nor lease-purchased without written Architectural Committee approval.

No building shall be erected, or permitted to remain on any lot except for residential purposes.

**Parking and Storage.** No mobile homes, recreational vehicles or trailers, school buses, boats, motor homes, commercial vehicles, trucks (except pick-up trucks), junk cars, go-carts, bicycles, or toys shall be kept, stored, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the common properties or visible from the street on which the Lot fronts.

### **BUILDING LOCATION**

Building setback lines from all streets are set forth on the official plat of this subdivision. Lots on Cul de sac will vary by written approval. In addition, no building shall be constructed or placed nearer than eight (8) feet to any side line of any lot, nor twenty (20) feet from the rear of any lot unless approval has been received in writing from the Architectural Control Committee. The front of the lot is considered to be the portion of lot having the shortest property line on the street.

### **DWELLING SIZE**

For single story residences, the finished living area of the main structure, which is defined as that area covered by the central heating and/or air conditioning systems of said structure, and exclusive of carports, open porches, and garages, shall not be less than Eighteen Hundred (1800) square feet. For one and one half story, the ground floor shall not be less than Fourteen Hundred (1400) square feet. Buildings may not exceed two and a half stories in height

### **BUILDING CONSTRUCTION**

**Exterior Finishes.** All exterior finishes shall be approved by the Architectural Control Committee. Vinyl siding shall not be allowed on front and side elevations except fascia and under eaves, and inside carport. Brick or stucco only shall be allowed on front porches and front stoops. Main roofs shall be no less than 8 on 12. Roofs shall utilize architectural shingles only. No building or structure shall be constructed using asbestos siding, imitation brick or imitation stone on exterior.

**Posts and Columns.** Columns and posts should have a minimum diameter of 14" on the front elevations and a minimum of 6"x6" on side elevations. Wooden posts shall have appropriate finish applied to coordinate with décor of house.. t

**Walls** shall be a minimum of nine (9) feet, with minimum of ten (10) feet at front porch and stoops.

**Fireplace Flues/Chimneys** Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue (other than one made of copper) must be screened from view.

**Antennas, Outside Lighting, and Outside Sound.** No outside above ground lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the prior written consent of the Committee. Satellite dishes and other antennas will under no circumstances be allowed to be placed in front of the farthest front extension of the residence or garage on any Lot, nor within twenty (20) feet of the Common Properties. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Architectural Control Committee, and any standard adopted respecting any restrictions in this regard shall be final and not subject to review.

No building shall be occupied or used as a dwelling before the exterior has been finished. Construction of any one home shall be limited to six (6) months from the commencement of construction until ready for occupancy. Any extension shall be in writing from the Architectural Control Committee.

## GARAGES AND CARPORTS

Garages and Carports. All residences shall have a garage or carport (a building or other structures for storage or parking of vehicles or boats whether or not attached to the main dwelling) matching the exterior of the residence, which will accommodate not less than two (2) nor more than four (4) automobiles. No garage or carport may have an entrance that faces the street on which the residence fronts, unless it is placed to the rear of the residence and the lot.. No carports are allowed on lots bordered on any property line by any of the Common Properties. Garages must be enclosed and may be located in the front, on the side, or behind the residence. Carports must be located behind the residence and cannot be located on the side or in front of the residence. No metal carport covers.

## DRIVEWAYS, SIDEWALKS, LANDSCAPING AND DITCH CLOSURE

Driveways must be constructed of concrete, and must be a minimum of Twelve feet (12') wide at all points. Four (4) foot sidewalks shall be installed along the perimeter of all property adjacent to the street. Landscaping and sod installation of the front yard (forward of the front elevation), must be accomplished by the lot owner or his/her builder, within 30 days after final inspection of the home. Open-end driveway culverts must be reinforced concrete pipe with a concrete headwall. Any front ditch may be closed after 18 months, inclusive of side ditch if corner lot. Each must meet requirements of Livingston Parish (including installing Catch Basins), and engineering requirements of the Livingston Parish Drainage District.

## FENCES

Fences shall not be erected, placed or altered on any lot forward of the front elevation of the house, nor any closer than the edge of the carport or garage on a corner lot, unless specifically approved by the Architectural Committee. All fences must be constructed of wood, vinyl, brick or ornamental metal. No chain link or wire fences shall be permitted, except (A) bordering the Lake, or (B) as a separate enclosure inside a perimeter fence which is in compliance with this section. The maximum height for all fences is six (6) feet.

## OUTBUILDINGS

Outbuildings visible from the street or which exceed the height of the perimeter fence must be of permanent construction and must match the exterior finish of the residence.

## GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste. Lots are to be kept mowed and free of debris at all times. No vacant lot is to be used for the raising of food gardens.

## TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, or barn shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any existing house be moved onto any lot covered by these restrictions, provided however, this restriction shall not apply to Developer as he develops and markets subdivision.

## SERVITUDES and/or EASEMENTS

Servitudes and/or easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

## NUISANCES

No noxious or offensive activity shall be carried out nor allowed on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.



## MAILBOXES

All mailboxes shall be Barcelona box, with post #3, sold and installed by Hart Mailboxes, 13030 Coursey Boulevard, Baton Rouge, La. 70816.

## SIGNS

No sign of any kind shall be displayed to the public view on any lot, except for one professional sign not more than five (5) square feet advertising the property for sale, or a customary sign used by builder or real estate broker to advertise the property during the construction and sales period provided however this restriction shall not apply to the developer of the subdivision. Architectural Control Committee may approve others.

## SEWAGE DISPOSAL

All lots shall connect to the sewer system provided by the developer.

## LIVESTOCK AND POULTRY

No animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, provided however that dogs, cats or other normal household pets are permitted, and provided that such animals are not of a breed nor type considered normally threatening to passersby, and that said animal not be kept, bred nor maintained for commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision. Dogs are to be confined to an enclosure so as not to allow said animal "free roam" outside of the perimeter of its yard. Dogs are to be confined to a leash or restraint while outside of the yard. Each violation of this restriction shall be enforced by an assessment of fine equal to the annual Lake at Summerfield Homeowners Association dues

## COMMON PROPERTIES

"Common Properties" as used herein, shall mean and refer to those areas of land not expressly dedicated to public use and not included in any lot offered for sale, including, but not necessarily limited to medians, sidewalks, detention Lake, and other similar areas.

The Developer, will transfer ownership of such "common properties" to the Lake at Summerfield Homeowners Association, LLC as he deems appropriate after the sale of the last available lot in this subdivision, without warranty, but with full substitution and subrogation to all rights and actions in warranty the Developer may have, but reserving all mineral rights, at which time the said common properties shall be held by the Lake at Summerfield Homeowners Association for the benefit of the homeowners in this development. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass, clippings, limbs and other refuse.

## HOMEOWNERS ASSOCIATION

To continue to carry out the general plan of development and improvement of the property, and to maintain a high standard of appearance for the benefit of the Owners of Homes, after initial construction of a residence on a Lot, as soon as a Lot becomes a Home, the duties of the Architectural Control Committee shall be transferred to, and assumed by, the Lake at Summerfield Homeowners Association, to provide for the preservation of the value and amenities in this subdivision and the common areas as provided therein, and for administering and enforcement of the obligations and covenants contained in these restrictions. The entity formed for this purpose shall be known as the Lake at Summerfield Homeowners Association, LLC. Lot owners will be given a key to the gate of the fence around the Lake at Summerfield. Each lot owner including the Developer, shall be a member of said corporation. Each lot owner shall have one vote per lot owned in this subdivision. Voting rights, powers and duties of the Lake at Summerfield Homeowners Association shall be as set forth in the Articles of

Incorporation and By-Laws of said Association.

ASSESSMENTS

Creation of Assessment. Each Owner of a Home, by recordation of an act transferring title of a Lot to said Owner and construction of a residence to qualify the Lot to be classified as a Home under these restrictions or by recordation of an act transferring title of a Lot which already qualifies as a Home to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association; (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Home and also a personal obligation of the Owner of each Home at the time when the assessment fell due.

The owner of each home constructed on a lot, with the exception of the Developer or professional builder, shall be assessed an Annual Assessment for membership in the association, which shall be initially fixed at One Hundred Twenty (120) Dollars per year, to be used for upkeep of the Common Areas and items, and otherwise as the association agrees, by vote. The assessment may be adjusted as provided in the By Laws of the corporation. The assessment shall be effective upon recording of the lot sale instrument, and shall be collected in advance and prorated for the remainder of the current calendar year. Thereafter, the assessment shall become due and payable in advance of January 1 of each year. In the event any assessment is not paid when due, then assessment shall be deemed delinquent and the Association shall be entitled to a privilege against the affected lot as provided by La. R.S. 9:1145 et, seq. and if such assessment is not paid within 45 days of the due date, the Association may file a notice of lien or other similar notice in the mortgage records of the Parish of Livingston, preserving the privilege created herewith, together with costs of filing and reasonable attorney fees.

Any lots owned by the Developer shall be exempt from any assessment created hereby for as long as such lots are owned by said Developer.

GENERAL PROVISIONS

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which said time said covenants shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be modified by agreement of all lot owners at any time.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any party cast in judgment at law or equity for violating or attempting to violate these covenants shall be liable for all court costs and reasonable attorney's fees incurred in the legal proceedings to enforce these covenants. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

In the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, the decision of the Architectural Control Committee is deemed to be final.

Developer hereby reserves the right to amend these restrictions, at his sole discretion, until such time Developer has sold the last lot he owns in this subdivision.

**DISCLAIMER AND RELEASE OF LIABILITY**

Each owner, for himself or herself, any occupant of such lot or any improvements thereto ~ their respective invitees, heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of title to a lot, and each mortgagee, by acceptance of a mortgage encumbering any such lot, for themselves and their respective successors and assigns, do hereby waive all claims against and release the developer, the Architectural Committee, the Homeowner Association, any committee appointed by the association and each owner and former owner of a lake lot and their respective successors and assigns from and against any and all liability of any nature arising out of or on account of the following:

(1) Any loss, damage or injury to person or property, including death, as a result of any entry into the lake area by any owner, occupant, mortgagee or any of their respective invitees, heirs, executors, personal representatives, administrators, successors, and assigns.

(2) The rise and fall of the water level of the lake including without limitation, the flow of water into and out of the lake which could result in or cause damage, by flooding or otherwise, to any improvements or any other personal property situated on any portion of the property or any lot or which would result in or cause any improvements situated on or adjacent to the lake to be unusable due to low or high water levels. Furthermore, each owner, for himself or herself, any occupant of such lot or any improvements thereto and their respective invitees, heirs, executors, personal representatives, administrators, successors and assigns, does hereby acknowledge and agree that

(A) neither the developer, the architectural committee, the homeowner association, any committee appointed by the association and each owner or former owner of a lake lot and their respective successors and assigns nor any of their agents, employees, representatives, successors and assigns, shall provide any life guard or any other supervisory personnel or assistance in the conduct of any activities on or about the lake,

B) That the use of the lake by any owner or occupant or any of their respective invitees, heirs, executors, personal representatives, administrators, successors and assigns shall be at the sole risk and expense of the person or entity using the lake and

C) That neither the developer, the Architectural Committee, the Homeowner Association, any committee appointed by the Association and each owner or former owner of a lake lot and their respective successors and assigns, shall be obligated to take any action to maintain a specific water level for the lake.

THUS DONE AND SIGNED, in my office, in the City of Denham Springs, Parish and State aforesaid, on the day, month and year first above written and in the presence of the undersigned, competent witnesses,

WITNESSES

*[Handwritten signature]*  
\_\_\_\_\_  
*Rachael Jones*  
\_\_\_\_\_

WELLER AND ASSOCIATES, INC.

*[Handwritten signature]*  
\_\_\_\_\_

By Walter G. Weller      Developer

*[Handwritten signature]*  
\_\_\_\_\_

NOTARY PUBLIC

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