

JUN 21 2 44 PM '78

DEPUTY
CLERK OF COURT
RESTRICTIONS

MEDICAL SERVICES COMPLEX

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN that on this 20th day of June, in the year of Our Lord nineteen hundred and seventy-eight, before me, THE UNDERSIGNED, a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of Logan H. Babin, Jr. and Bernice H. Bordelon, competent witnesses residing in said Parish, personally came and appeared:

WALTER LAND COMPANY, a Delaware corporation authorized to and doing business in the State of Louisiana, with offices at 400 Lafayette Street, Houma, Louisiana, and herein represented by Logan H. Babin, Sr., duly authorized by resolution of the Board of Directors of said corporation, a copy of which is annexed hereto.

WALTER LAND COMPANY, acting through its designated Agent, declared that it is the sole and only owner of that certain tract of land situated in the Parish of Terrebonne, State of Louisiana, being designated as MEDICAL SERVICES COMPLEX, as shown and designated on a plat of survey of said subdivision, made by Euclid Engineering Co., Inc., Houma, Louisiana, dated January 13, 1978, revised May 3, 1978, and on file in the office of the Clerk of Court, Terrebonne Parish, Louisiana, under Entry No. 569072, Map No. 4827; said MEDICAL SERVICES COMPLEX is located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana.

The said corporation, acting through its said designated Agent did declare that the aforesaid MEDICAL SERVICES COMPLEX and all of the lots of ground therein henceforth shall be affected and burdened by all of the following servitudes, conditions and restrictive covenants which shall henceforth form a part of the title of each and every lot of ground in said subdivision, and which shall be binding and enforceable not only against the present owner of the said subdivision, but also against each and every purchaser of any lot or lots therein, as well as the heirs and assigns of such purchasers. The said servitudes, conditions and restrictive covenants affecting said subdivision and the lots therein are as follows, to-wit:

The lots covered by the within Restrictions shall be composed of Lots 1 through 10 of Block 1 and Lots 1 through 11 of Block 2:

1. Vendor herein reserves any and all minerals lying on, beneath and across the property sold herein, but does specifically grant unto Vendee a complete release of the use of the surface of said property, and agrees that the extraction of minerals therefrom shall be limited to the procedure of directional drilling, or inclusion of the subject property in a drilling and/or production unit.
2. MEDICAL SERVICES COMPLEX is a subdivision designed to encourage an appropriate grouping of medical service facilities. In keeping with the general purpose, above stated, only the following uses are permitted:
 - (a) High density multi-family residential apartments (Four-Plexes & over).
 - (b) Hospitals.
 - (c) Clinics.
 - (d) Offices of physicians, surgeons, dentists, psychiatrists, physiotherapists or other practicing or related specialists.

- (e) Parking lots.
- (f) Parking garages.
- (g) Pharmacies.
- (h) Professional offices.
- (i) Drug stores.
- (j) Beauty parlors.
- (k) Barber shops.
- (l) Banks.
- (m) Flower shops.
- (n) Retail shops.
- (o) Restaurants, but not drive-in restaurants.
- (p) Nursing homes.
- (q) Hotels, motels, containing not more than 100 rooms.
- (r) Funeral parlors.

There is no minimum building site area required.

No building shall be erected, placed or altered on any lots until the construction plans and specifications and a site plan showing the location of the structure on the lot as well as the proposed landscaping detail have been approved, in writing, by Walter Land Company, or its designated Agent. The exterior walls on all buildings constructed in this subdivision shall be of brick, stone or other such material as shall have been previously approved, in writing, by Walter Land Company, or its designated Agent.

No building or permanent structure of any nature whatsoever, shall be constructed within twenty (20') feet of the front lot line nor within five (5') feet of any side lot line.

No fence or walls shall be erected, placed or altered on any lot nearer to any street than the front sill line of the main building.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 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 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Provisions have been made by the developer for the installation of primary electrical utilities, above ground. Further provisions have been made by the developer for the installation of all other utilities underground, and no lot owner may erect above ground any extension of said utilities except with the approval of the developer, WALTER LAND COMPANY. All electrical services to buildings erected in the subdivision shall be placed underground and that portion from the terminals of the utility company's power line in the rear of the lot to the building shall be installed by the owner at his own expense.
8. (a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by the owners of 51% of the square footage of the entire subdivision has been recorded, agreeing to change said covenants in whole or in part.

(b) Enforcement 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.

(c) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN FAITH WHEREOF, the said Logan H. Babin, Sr., in his capacity as the duly authorized Agent of WALTER LAND COMPANY has signed and executed this act on the day, month and year first written in the presence of me, Notary, and the above named two witnesses, after

due reading of the whole; and this act is recorded in the conveyance records of the Parish of Terrebonne, State of Louisiana, in order that each and every purchaser of any lot in said MEDICAL SERVICES COMPLEX may have full notice of the servitudes, conditions and restrictive covenants herein contained.

WITNESSES:

Logan H. Babin, Jr.
LOGAN H. BABIN, JR.

Bernice H. BordeLon
BERNICE H. BORDELON

WALTER LAND COMPANY

BY: Logan H. Babin, Sr.
LOGAN H. BABIN, SR.
Agent

SWORN TO AND SUBSCRIBED before me,

Notary Public, at Houma, Louisiana, on

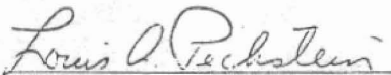
this 21st day of June, 1978.

Robert J. Mejeant
NOTARY PUBLIC

I, Louis A. Pechstein, Secretary of Walter Land Company, a Delaware corporation, do hereby certify that by unanimous written consent of the Board of Directors of said Corporation on the 24th day of May, 1978, the following resolution was adopted, and that such resolution is still in force and effect and has never been repealed:

RESOLVED, that Logan H. Babin, Sr. is authorized and empowered to execute and deliver for and on behalf of this Corporation the Restrictions with respect to the tract of land situated in the Parish of Terrebonne, State of Louisiana, being designated as MEDICAL SERVICES COMPLE located in Section 12, T17S-R17E in said Parish and State in substantially the form in which said Restrictions were presented to and approved by all of the members of the Board of Directors of this Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the said Corporation this 24th day of May, 1978.



Louis A. Pechstein
Secretary
Walter Land Company