

Southport
RESTRICTIVE COVENANTS

654092

#13 AMENDED 06/04/79

#16 AMENDED 12/20/77

#19 ADDED 06/04/79

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 17th day of November,
1975, before me, the undersigned Notary Public, in and for said
Parish and State, and in the presence of the undersigned witnesses,
personally came and appeared:

BOARD OF COMMISSIONERS of LAFAYETTE HARBOR,
TERMINAL AND INDUSTRIAL DEVELOPMENT DISTRICT,
being represented herein by its President,
Louis B. Mann, in accordance with a Resolution
of the Board of Commissioners

who declared:

That it is the owner of the following described property,
to-wit:

That certain parcel of ground, with improvements,
being situated in Section 53, Township 10 South,
Range 5 East, Lafayette Parish, Louisiana, con-
taining 93.013 acres. Said parcel having such
measurements, dimensions, boundaries, shape, form,
location and configuration as will be shown on
that certain plat of survey prepared by Domingue,
Szabo & Associates, dated January 18, 1974,
revised March 15, 1974, a copy of which is
attached to Act No. 622085 of the records of
the Clerk of Court's Office for the Parish of
Lafayette, Louisiana, and made a part hereof by
reference thereto.

That in order to insure the proper development and
maintenance of the property hereinabove described, appearer does
by these presents establish the following restrictive covenants
controlling the nature and use thereof, which said restrictive
covenants shall be considered as covenants running with the land
and shall be binding on all parties and all persons claiming
under them, their heirs and assigns; the said restrictions are
more fully set forth on Exhibit A which is attached hereto and
made a part hereof.

THUS DONE AND SIGNED at Lafayette, Louisiana, on the
day, month and year first above written, in the presence of the

VOORHIES & LABBE'
Professional Law Corporation
718 South Buchanan Street
LAFAYETTE, LOUISIANA
70501
PHONE: 232-9700
Cable Address
"VOILA" Lafayette, La.

undersigned competent witnesses, who sign with appearers and me,
Notary, after due reading of the whole.

WITNESSES:

Grace J. Callison

Patricia B. Rhoads

BOARD OF COMMISSIONERS,
LAFAYETTE HARBOR, TERMINAL AND
INDUSTRIAL DEVELOPMENT DISTRICT

BY: Louis B. Mann
LOUIS B. MANN, President

[Signature]
NOTARY PUBLIC

VOORHIES & LABRE
Professional Law Corporation
1507 South Buchanan Street
LAFAYETTE, LOUISIANA
70501
PHONE: 232-9700
Cable Address
"VOLA" Lafayette, La.

B

EXHIBIT "A"

RESTRICTIVE COVENANTS EFFECTING PROPERTY
KNOWN AS SOUTH PARK INDUSTRIAL PARK OWNED
BY THE BOARD OF COMMISSIONERS OF LAFAYETTE
HARBOR, TERMINAL AND INDUSTRIAL DEVELOPMENT
DISTRICT

1. APPLICATION. All of the properties situated in the Southpark Industrial Park shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth, and they shall be considered a part of every conveyance of a tract in said addition without being written therein. The provisions herein contained are for the mutual benefits and protection of the owners, present and future, of any and all tracts of said addition, and they shall run with and bind the land and shall insure to the benefit of and be enforceable by the owners of any land or tract included in said park, their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present, or future, of any land or tract included in said park, shall be entitled to injunctive relief against any violation thereof, but there shall be no rights or reversion or forfeiture of title resulting from such violations.

2. TERMS. 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 thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the acreage (excluding then publicly dedicated tracts,) in the described property, has been recorded, agreeing to change said covenants in whole or in part.

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3. AMENDMENT; WAIVER. Upon application being made to the Park Planning and Development Committee, of the Lafayette Harbor, Terminal and Industrial Development Commission, the committee may waive any one or more of the conditions, restrictions, limitations, or agreements with respect to any designated acreage, upon finding that such would not be detrimental to the park as an industrial area of high standards, but any such waiver, which must be evidenced in writing shall not be deemed or construed to be a waiver of any such condition, restriction, limitation, or agreement with respect to any other acreage.

4. ENFORCEMENT; CONCILIATION. No action in court to enforce any restriction herein by an owner or tenant of any tract in the park shall be brought until such owner or tenant shall have referred its complaint to the Park Planning and Development Committee for the purpose of consultation and conciliation, and until a reasonable period of time shall have passed from the date of such reference.

5. USE. The park may be used only for business office, research, industrial and activities related to each of the above purposes; provided, however, nothing in these covenants shall prohibit any vacant lands in the part from being left in their natural state.

6. DESIGN, CONTROL AND MAINTENANCE. No building, fence wall or other structure shall be commenced, erected, or maintained and no addition or alteration to the exterior shall be made until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Park Planning and Development Committee. All buildings erected and all additions or alterations made shall conform to the construction standards specified by the Building Code of the Parish

of Lafayette, Louisiana. Planting areas shall be landscaped to present a pleasing appearance and conform to reasonable standards. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan, approved by the Park Planning and Development Committee. Any change to the exterior appearance of any building, wall or other structure or improvement shall be deemed an alteration requiring approval.. No Grantee or its successor shall apply for a building permit without acquiring approval by the Park Planning and Development Committee as specified in this paragraph. A majority of the committee may designate a representative to act for it.

7. LIABILITY. The Park Planning and Development Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval or to any Grantee or its assigns covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans, likewise anyone so submitting plans to the Park Planning and Development Committee for approval, by the submitting of such plans, and any Grantee by so acquiring an interest in any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Park Planning and Development Committee.

8. LAND-TO-BUILDING RATIO. The number of square feet of land not under roof shall be at least equal to the number of square feet of roofed building floor area.

9. CARE AND APPEARANCE OF PREMISES. The structure and grounds on each tract shall be maintained in a neat and attractive

manner. Upon the owners failure to do so, the Commission, its successors or assigns, may, at its option, after giving the Grantee ten (10) days written notice, sent to his last known address, have the grass, weeds and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead vegetation removed from premises. Said cutting and removing shall be at the expense of the Grantee, the Grantee being obligated to reimburse the Commission for any expenses incurred as a result of said cutting and removing. Upon the Grantee's failure to maintain the exterior of any structure in good appearance, the Commission may, at its option, do the following: (1) giving the Grantee three (3) months written notice, sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The Grantee of such lot shall reimburse the Commission for the cost of any work as above required, including ten (10%) per cent interest per annum from the time that the work is completed, and to secure such reimbursement, the Commission shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Commission shall be entitled to file in the office of the Clerk of Court of Lafayette Parish, Louisiana, a notice of its claim of lien by virtue of this contract with the Grantee. Said notice shall state the cost of said work, including interest, and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be

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enforced by foreclosure in court in the same manner as mortgages.

(2) After giving the Grantee three (3) months written notice, sent to his last known address, institute legal proceedings in the District Court of Lafayette Parish, Louisiana, to seek a judgment ordering Grantee to make such repairs as are necessary for the exterior of any structure to have a good appearance.

10. PARKING AND LOADING. Owner, lessee, employee or visitor parking will not be permitted on any public street. It shall be the responsibility of the Grantee, or their assigns, to provide such off-street parking within their property boundaries. Off-street parking shall be provided to meet the following minimum standards whichever is the greater of (a) or (b) outlined herein:

(a) Parking in relation to personnel:

One (1) space for each one and one-half plant employee;

One (1) space for each managerial personnel;

One (1) visitor parking space for each ten (10) managerial personnel.

(b) Parking in relation to floor area:

One (1) space for each 1,000 square feet of gross floor area used for warehousing and distribution;

One (1) space for each 500 square feet of gross floor area used for manufacturing;

One (1) space for each 400 square feet of gross office floor area.

(c) No loading docks or overhead doors shall be erected fronting on Southpark Road.

(d) Provision for handling freight by rail shall be on those sides of any building which do not face on any street.

11. WASTE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish or junk. Trash, garbage or other waste shall not be kept except in sanitary containers. All

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SEWERAGE. No individual sewerage disposal system will be permitted on any building site. Each owner is to use the domestic sewerage of the park; however, if the waste from any individual property is such as to cause damage to the sewer system or sewage treatment plant, and by reason thereof the City of Lafayette, refuses to allow its admission to the sewer system, then such waste is to be either pre-treated at the cost of the Grantee to permit its admission to the sewer, or in lieu thereof, the owner may install an individual sewage disposal system after written approval thereof has been given by the District, and after said system has been approved as to use, design and location by the Louisiana State Board of Health or any other governmental agency or agencies having jurisdiction over such matters.

13. SIGNS. No signs including, but not limited to, billboards or other outdoor advertising signs, signs identifying the name, business and products of the person or firm located on the premises and directional signs shall be permitted until the Park Planning and Development Committee has approved the type, size, appearance, plans, specifications and location of said sign. Preliminary approval must be given in writing by the Committee prior to the construction of the sign, which said preliminary approval shall include the proposed location of the sign. Preliminary approval will not be given for sixty (60) days after it has been submitted to the Committee. Final approval must be given in writing by the Committee after the sign has been constructed but prior to its being located on the premises. Final approval will not be given until thirty (30) days after it has been submitted to the Committee.

14. STORAGE. Outside storage of any materials, supplies or products shall not be permitted except on the rear one-third of the property and unless the storage is properly screened by a fence and shrubbery or a masonry wall.

15. PERFORMANCE STANDARDS. The said lands or any part thereof or any building or erection thereon or to be erected or

placed thereon shall not be used for any purpose or in such manner which shall be a nuisance to the occupants or owners of any neighboring lands or buildings by reason of the emission from said lands or any part thereof or the creation thereon of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation or waste or otherwise.

16. BUILDING SET-BACK. All buildings must be set back a minimum of fifty (50) feet from the right-of-way line of any street dedicated to public use. No building shall be erected nearer than fifteen (15) feet to any side property line. No building shall be erected nearer than fifteen (15) feet to the rear easement line.

Paved areas between the building and the right-of-way line of any street dedicated to public use shall not exceed seventy-five (75%) percent of that area. The balance of the land between the building and the right-of-way line of any street dedicated to public use shall be used exclusively for lawn and landscaping. No fence shall be erected nearer to the right-of-way line of a public street than the building set back line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right-of-way line of a street dedicated to public use than the building set back line.

17. EASEMENT. Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for Lafayette Parish, Louisiana.

18. INVALIDATION. The invalidation of any of the restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

WITNESSES:

BOARD OF COMMISSIONERS of
LAFAYETTE HARBOR, TERMINAL AND
INDUSTRIAL DEVELOPMENT DISTRICT

BY: Louis B. Mann
Louis B. Mann, President

VOORHIES & LABBE'
A Professional Law Corporation
718 South Buchanan Street
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[Signature]
NOTARY PUBLIC

19. STREET LIGHTING. Any person or firm occupying any of the property made subject to these Restrictive Covenants shall pay a pro-rata share of the utility cost charged to the Commission for the street lights. The pro-rata share owed shall be determined by the Park Planning and Development Committee and any person or firm occupying any portion of the property made subject to these Restrictive Covenants agrees to abide by the allocation made by the Park Planning and Development Committee and further agrees to promptly pay its share when notified thereof.