

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AMENDMENT TO RESTRICTIVE COVENANTS

OF

SCHAEFER INDUSTRIAL PARK

BE IT KNOWN that on this 6th day of December, 2013, before me, Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and the undersigned competent witnesses, personally came and appeared the undersigned, constituting a majority of the Board of Schaefer Industrial Park (the "Board"), who declared that pursuant to the authority vested in the Board in Section C of the Act of Schaefer Industrial Park Building Restrictions recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana, Appearers do by these presents amend said Section C to read as follows:

C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

Appearers do further Amend Section F of said Act to read as follows:

F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications, and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the day and date herein first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:
[Signature]
JULIE CRIVELLO
[Signature]
ELIZABETH B. BROUSSARD

BOARD OF SCHAEFER INDUSTRIAL PARK
[Signature]
By: LOUIS E. SCHAEFER JR.
[Signature]
By: GRAHAM LOUIS SCHAEFER

[Signature]
NOTARY PUBLIC

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SCHAEFER INDUSTRIAL PARK
BUILDING RESTRICTIONS

BE IT KNOWN, that on the 7th day of November, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its sole member, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

(hereinafter referred to as "Declarant") who, after first being duly sworn, declared that it is the owner of the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Declarant declared that, desiring to lay off a portion of the Property into lots for the purpose of offering same for sale, Declarant has caused a portion of the Property to be surveyed and divided into lots, blocks and streets, same to be known as SCHAEFER INDUSTRIAL PARK, PHASE IA, a subdivision of the Parish of St. Martin, Louisiana (hereinafter referred to as "the Property") all as shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S. dated September 6, 2012, last revised November 7, 2013 entitled "Final Plat Showing Survey of Schaefer Industrial Park, Phase IA, Belonging to Schaefer Realty Holdings, L.L.C." a copy of which is attached hereto and made a part hereof for all purposes, (hereinafter the "Plat of Survey").

Declarant declared that it has submitted for Final Approval the Plat of Survey subdividing a portion of the Property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the St. Martin Parish Government (hereinafter, together with the then governing authority, from time to time, the "Government"), or by its predecessors but now administered by the Government.

Declarant declares, accordingly, that it does by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Government, Forum Drive, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051, et seq..

Declarant further declares that it does hereby further dedicate, create and establish exclusively in favor of the Government, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Government to use same or who may as a result of this dedication may derive any benefit therefrom, any and all utility servitudes, drainage servitudes and other items shown on the Plat of Survey but specifically excluding those that are identified as "private" servitudes; easements or other items. Declarant declares that in connection herewith, Declarant grants a perpetual predial servitude(s) in favor of the Government and such other persons, entities or estates who are given authority by the Government to use the servitudes and other items shown on the Plat of Survey (with the exception of those identified as "private" on the Plat of Survey), or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the Government and any such individuals, entities and estates as are authorized by the Government shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith may, within the confines of said servitudes as shown on the Plat of Survey, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes, construct drainage, electric, sewer, water and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes, and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructing therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Government, for the ultimate benefit of the public and any other persons, entities or estates shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on the Plat of Survey, to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

The purpose of this is to dedicate to the Government, for the ultimate benefit of the public, all utilities servitude streets, rights-of-way and other matters as reflected on the Plat of Survey except those designated as "private" and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the Government, which will have full authority to regulate the use of said non-private servitudes, streets, rights-of-way, rights-of-passage and other items as shown on the Plat of Survey. The said servitudes shall be subject to full use by the Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage or other services to the properties estates to be serviced or benefited by said servitudes, whether contiguous or not.

Declarant declares that in order to dispose of the Property to the best advantage and to assure all prospective purchasers that the Property will be properly developed, Declarant binds itself, its successors and assigns, not to sell the Property except under the following restrictions and covenants which are deemed to be predial servitudes to run with the Property. Declarant hereby establishes a Board of Schaefer Industrial Park (hereinafter the "Board") to enforce and modify the restrictive covenants, agreements, easements, limitations, and charges as more fully set forth herein. The Board shall consist of Louis E. Schaefer, Jr., James S. Schaefer and Graham L. Schaefer. Any action taken by the Board shall require the consent of a majority of the board members.

A. **Application.** The land referred to as the "Schaefer Industrial Park," collectively referred to as the "Park," is described as follows:

Property owned by Schaefer Realty Holdings, L.L.C. by virtue of a deed from Clara David, L.L.C., dated April 2, 2008, and recorded April 3, 2008, under Entry Number 409572, in Book 1494, at Page 272, of the records of St. Martin Parish, Louisiana and referred to by the following description:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

The Park and the adjoining roads shall be subject to the restrictive covenants, agreements, easements, limitations, and charges as set forth herein, and shall be considered a part of every conveyance of a building site in the Park without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner(s), present and future, of all land within the boundaries of the Park, and shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Directors of the Schaefer Industrial Park (the "Board") and/ or any owner(s), present and future, of any building site in the Park, their respective legal representatives, heirs, successors, grantees, and assigns. The Board and/ or any owner(s), present or future of any building site included in the Park, shall be entitled to injunctive relief against any violation thereof and/ or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean: A) any of the lots that are part of the Park; B) a portion of any said lots; C) a combination of two or more of any said lots; D) a combination of two or more portions of any said lots; or E) a combination of or part of any of the above.

- B. **Term.** These restrictive 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 restrictive covenants are recorded. After the initial period of thirty (30) years, the restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/ or common areas) of the building sites in the Park has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and/ or changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.
- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be

evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

- D. **Enforcement; Conciliation.** No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Park shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a period of time of ninety (90) days shall have passed from the date of such reference.
- E. **Use.** Anything to the contrary contained anywhere in these restrictions notwithstanding, no portion of the Park may ever be used, even on a temporary basis, as a "junk yard," salvage yard, or similar business.
- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

- G. **Liability.** The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
- H. **Care and Appearance of Premises.** All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a neat and attractive manner. If the owner of a building fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often

as, the same is necessary in its judgment, and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following: a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work was completed, or b) Institute legal proceedings in District Court for the Parish of St. Martin, Louisiana, to seek a judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the building, fences, walls or other structures to have a neat and attractive appearance. In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon, enforceable as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of St. Martin, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuation consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

- I. **Parking and Loading.** No parking shall be permitted on any public street. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per four (4) employees.
- J. **Waste Disposal.** Trash, garbage, and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street. Each owner of a building site shall be required to contract for regular commercial trash, garbage and waste disposal.
- K. **Sewerage.** Each owner of a building site shall use the sewerage system available for the Park; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof, the governmental authority having jurisdiction over the Park refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the cost of the owner of the building site to permit its admission to the sewer system. No "processed water" or "wash water" may be discharged into the sewer system, or into the ditches in the Park, or otherwise discharged onto the grounds of any building site without a specific discharge permit.

The initial sewerage system for the Park will be constructed to handle human waste

sewerage only, and the volumes which may be discharged into the Park's sewerage system will be limited, and allocated to each building site pro-rate to the amount of land.

- L. **Signs.** All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows: No signs shall be constructed until a scale drawing, construction plans and specifications, and the site plan showing the location of such signs, have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

The Board may, at its option, provide and sell such signs as it deems appropriate to the owner of a building site at the time it sells such building site.

1. **Performance Standards.** A building site (or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon), shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.
 2. By purchase of land in the Park, all building owners agree that any nuisances which impair the business of any other building site owner may be enforced by temporary restraining order, preliminary and/or permanent injunction.
- M. **Building Set-Back.** All buildings and other structures must be set back a minimum of fifty (50) feet from the right of way line of any dedicated street in the Park. On a corner building site, all buildings and other structures must be setback a minimum of fifty (50) feet from the street-side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Park than the building setback line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Park than the building set-back line.
- N. **Easements.** Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for the Parish of St. Martin, Louisiana.
- O. **Maintenance Fees.** The Board shall have the right to periodically, but not more often than quarterly as the Board sees fit, assess and collect from each owner of a building site, pro-rated on a square foot basis, a maintenance fee to maintain, preserve and beautify the Park. Fees shall be based on the actual cost of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the Park. Any such fees not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such fees assessed against the building site, plus an additional sum of fifteen (15%) percent for administrative costs and interest on such fees, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Section H.
- P. The Board shall have the right to incorporate a Louisiana non-profit corporation for the purpose of assessing and collecting the fees referred to above. The said corporation

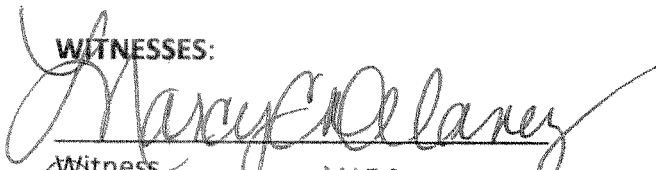
shall be a property owners association. In such event, the Board, as long as it owns at least one (1) building site, and each owner of a building site shall be members of the said corporation. After the Board sells all of the building sites, it will no longer be a member of the said corporation. Each owner of a building site shall automatically be a member of the said corporation, and membership shall be appurtenant to and run with the building site ownership which qualifies the building site owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the title to the building site. The said corporation shall be charged with the duties and vested with the powers prescribed by law or set forth in its articles of incorporation and by-laws and these restrictive covenants.

Q. Drainage Facilities. The drainage ditches which are located within a building site and the ditches along the streets on which the building site has frontage (even if such ditches are in a public right of way or dedicated street) may be piped and filled, covering the frontage of the building site. The drainage pipe shall be engineered and designed by a registered professional engineer, and the design approved by the Board prior to construction. The pipe shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the Board for review and approval prior to construction. The owner of a building site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.

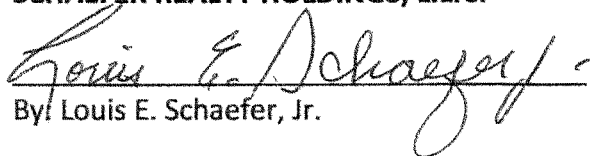
R. Severability. Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

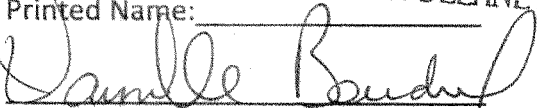
THUS DONE AND PASSED at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole

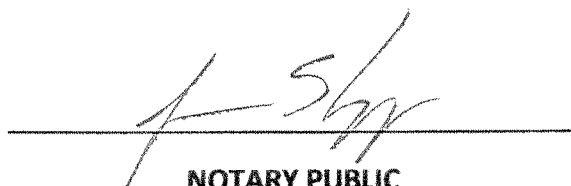
WITNESSES:


Witness
Printed Name: MARCY C. DELANEY

SCHAEFER REALTY HOLDINGS, L.L.C.


By: Louis E. Schaefer, Jr.


Witness
Printed Name: Dannelle Boudreaux



NOTARY PUBLIC
Julius J. Stagg, IV
Bradley & Moreau, APLC
Bar Roll #24655
My Commission Expires at Death