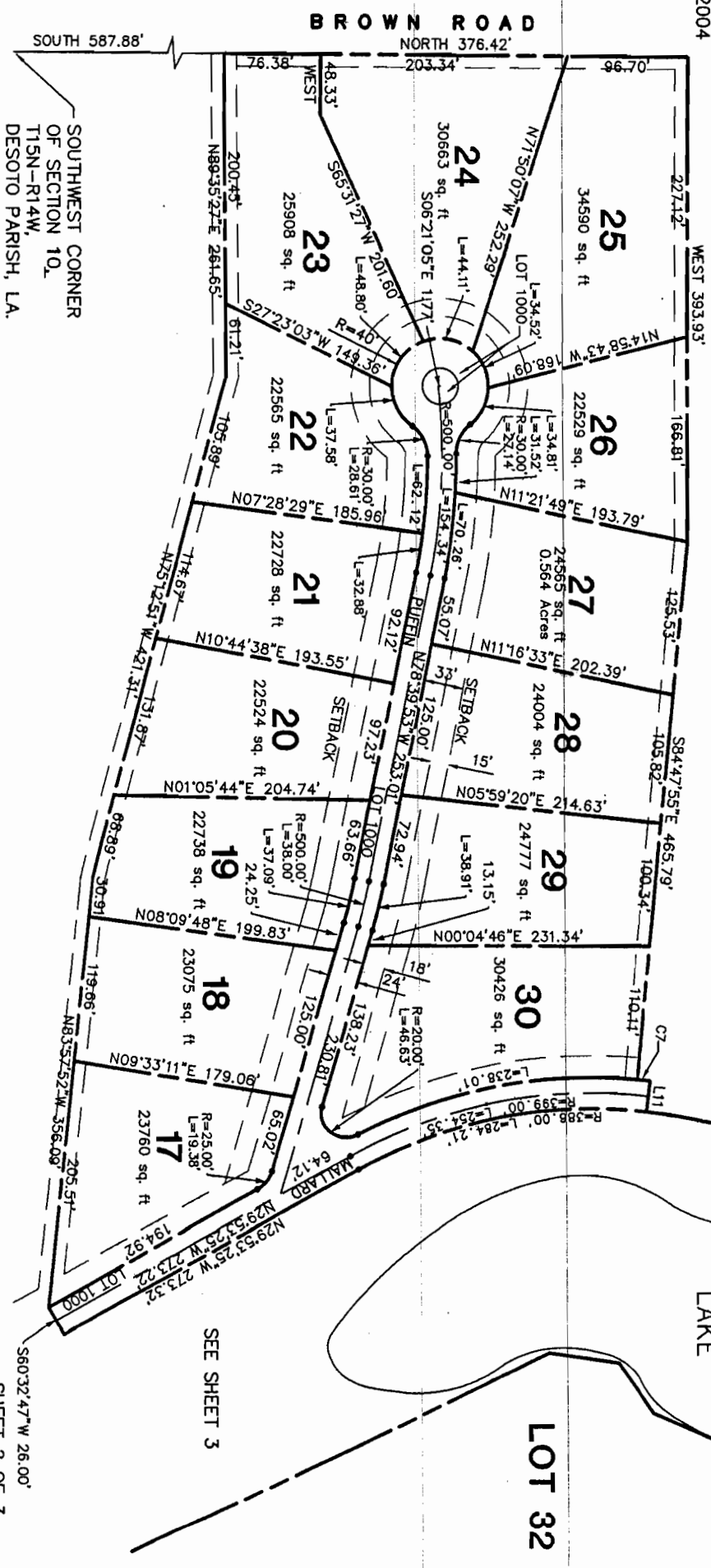
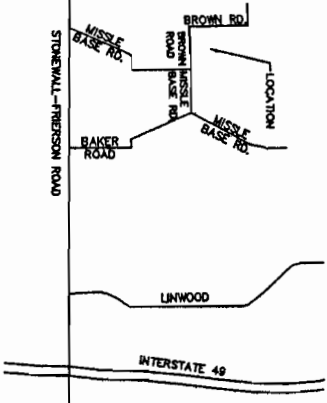


SCALE: 1"=100'
MAY 25, 2004

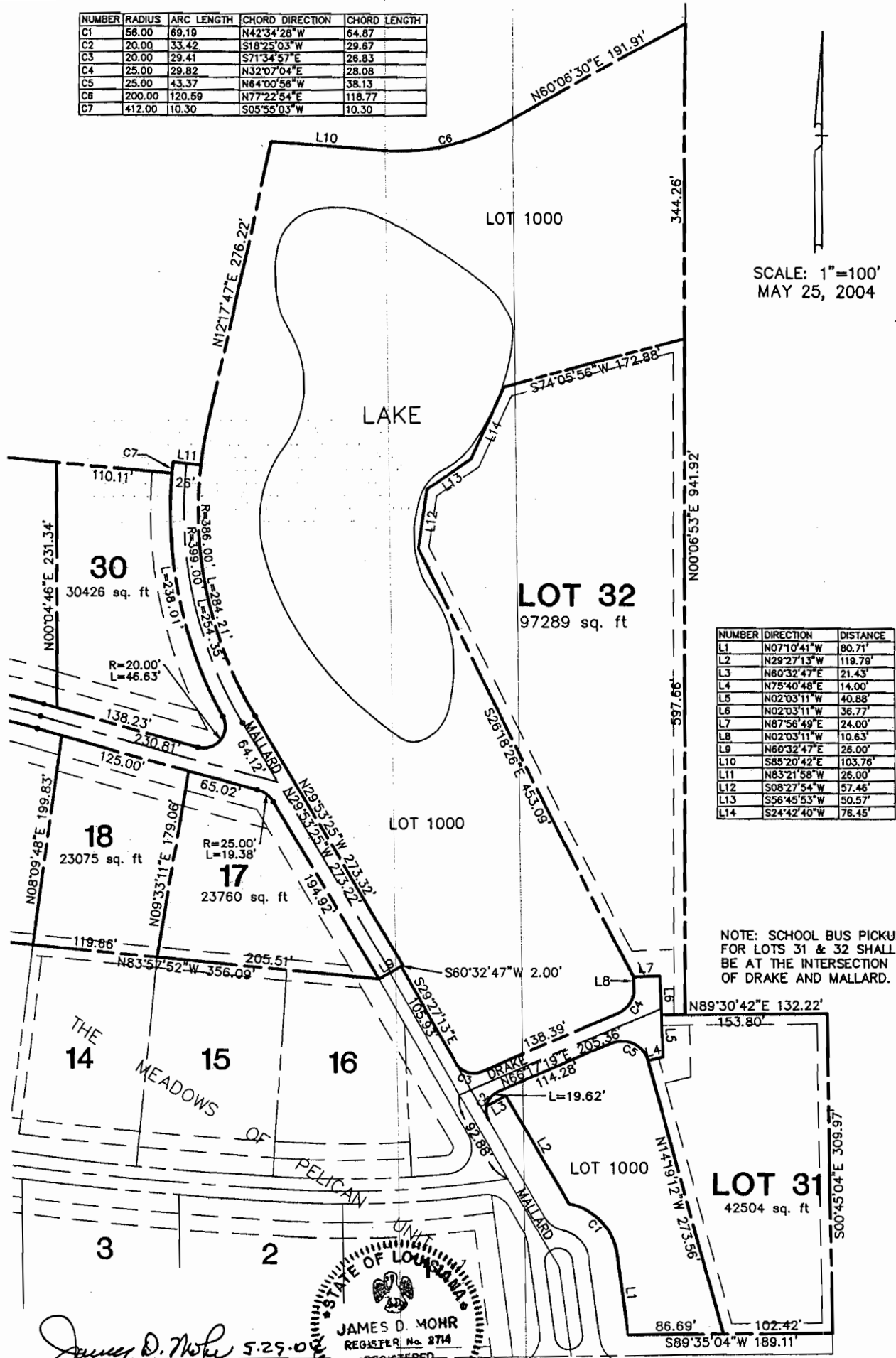
James D. Mohr
MOHR AND ASSOCIATES, INC.
JAMES D. MOHR
REGISTERED PROFESSIONAL
LAND SURVEYOR
LOUISIANA LICENSE NUMBER 2714



SEE SHEET 3
S60°32'47"W 26.00'
SHEET 2 OF 3

Unit 2

NUMBER	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	56.00	89.19	N42°34'28"W	64.87
C2	20.00	33.42	S18°25'03"W	29.67
C3	20.00	29.41	S71°34'57"E	26.83
C4	25.00	29.82	N32°07'04"E	28.08
C5	25.00	43.37	N64°00'56"W	38.13
C6	200.00	120.59	N77°22'54"E	118.77
C7	412.00	10.30	S05°55'03"W	10.30



NUMBER	DIRECTION	DISTANCE
L1	N07°10'41"W	80.71'
L2	N29°27'13"W	119.79'
L3	N60°32'47"E	21.43'
L4	N75°40'48"E	14.00'
L5	N02°03'11"W	40.88'
L6	N02°03'11"W	36.77'
L7	N87°56'49"E	24.00'
L8	N02°03'11"W	10.63'
L9	N60°32'47"E	26.00'
L10	S85°20'42"E	103.76'
L11	N83°21'58"W	26.00'
L12	S08°27'54"W	57.46'
L13	S56°45'53"W	50.57'
L14	S24°42'40"W	76.45'

NOTE: SCHOOL BUS PICKUP FOR LOTS 31 & 32 SHALL BE AT THE INTERSECTION OF DRAKE AND MALLARD.



James D. Mohr 5.29.04
 MOHR AND ASSOCIATES, INC.
 JAMES D. MOHR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 LOUISIANA LICENSE NUMBER 2714

Unit 2

597993

RECEIVED AND FILED
DESOTO PARISH, LA
Berry
2003 JAN 13 P 1:17

DEPUTY CLERK & RECORDER

RESTRICTIVE COVENANTS FOR "THE MEADOWS"
SUBDIVISION

State of Louisiana

Parish of DeSoto

Be it known that before me, the undersigned Notary Public, personally came and appeared: Marcal Enterprises South Inc., (hereafter referred to as the "Developer") a duly organized corporation under the laws of the State of Louisiana, herein represented by its president, ROBERT MYERS.

The Developer does by these presents set forth and establish the following restrictive covenants which are applicable to the MEADOWS subdivision, UNIT 1, (here after referred to as the "Subdivision"), which is situated in Section 10, Township 15 North, Range 14 West in DeSoto Parish, Louisiana, as shown on the plat of said subdivision which has been duly filed and recorded in the appropriate Clerk of Court's Office immediately prior to and in association with this filing.

In developing this subdivision, it is our desire to attach these covenants in order to protect the value of each subdivided lot and allow for a more enjoyable environment for each resident.

It is our general intent that all visible areas in front and rear of houses or other related structures be kept mowed and manicured in an appropriate manner so as to not detract from the esthetic beauty of the subdivision as a whole.

We also desire that no noxious or offensive activity be carried on upon any lot, and that no activities be conducted which may be considered a nuisance or annoyance to any resident.

These covenants shall run with the land and be binding on all parties purchasing or otherwise occupying any part of the property therein described in Unit 1 of the subdivision. These covenants shall be enforceable individually by any lot owner in the subdivision or by The Meadows Homeowners Association of Pelican Inc., a nonprofit corporation previously created by the developer, as filed on the public record of DeSoto Parish as document # 593598, (here after referred to as the "Association").

597993

We set forth these covenants to outline minimum levels of property development, use and maintenance.

Section A: PLAN SUBMISSION AND APPROVAL

No construction or demolition of **any kind** shall be permitted until plan approval is received from the Developer, or an Architectural Review Committee that it may authorize to act for such purposes. The Developer may grant the authority to act as the Architectural Review Committee to the Association. **Only developer approved general contractors shall be allowed to perform within the subdivision.**

The Developer requires that initial construction plans be approved and that adequate financing to complete said plans be acquired by the purchaser AND made evident to the Developer on or before the date of conveyance of any lot(s) in this subdivision.

A copy of all plans shall be submitted to the Developer at P O Box 151 in Pelican, LA 71063. Such plans must be submitted in printed form and include a drafted plan of activity that addresses all construction and demolition activities, project duration, landscaping and drainage issues. Plans shall be drawn on a 1/4" = 1' scale. Landscape and drainage plans should be drawn on a 1/16" = 1' scale, unless otherwise stated by the Developer. Plans shall show placement of all structures, including but not limited to: fences, yard lights, mailboxes, and driveways. Distances from property lines of dwellings shall be shown. Any additional details requested by the developer must be supplied within 10 days of request.

All plans submitted must be accompanied by a completed "Plan Summary" that provides specific information about the project. This document shall be provided by the Developer upon request. It must be signed and dated by the general contractor responsible for the project AND the property owner.

Plans may be submitted to the Developer for consideration any time after a valid purchase agreement has been executed for a specific lot(s) and earnest money has been accepted toward the related lot purchase in good faith.

So long as the plans are in compliance with all sections of this document , they shall be deemed automatically approved after 30 days if no written letter of rejection is received from the Developer. The Developer shall be required to give a written explanation for any plans rejected that meet all requirements of these restrictions.

Any plans approved are **valid for 30 days**. After such time, approval will be considered withdrawn unless construction has been commenced in good faith with intent to complete in accordance with the time requirements herein set forth. In the event any plans are approved prior to conveyance of the related lot, the date of final closing on

said lot shall be deemed the date of plan approval. Therefore, the purchaser shall have 30 days after closing on the purchase of a lot, or plan approval, whichever is the latter, to begin such activity in accordance with the previously approved plans. All plans shall be completed within 180 days of beginning.

The Developer shall have the right to set forth additional guidelines regarding construction and lot use as it deems appropriate to direct lot owners in developing plans that will be approved.

The Developer shall have the right to charge each applicant a reasonable fee for review of all plans submitted, whether the plans are approved or not.

Section C "General Requirements" of this document will be used as a guideline for approving individual building plans, none the less, plans that vary from these requirements may be approved if the Developer deems doing so will serve a valid architectural purpose.

Section B: ZONING, CONSTRUCTION AND DEMOLITION ACTIVITIES

All dedicated lots in Unit 1, are designated as residential except where shown to be otherwise on the final plat. Oversight of the development of any lots zoned commercial shall be left to the discretion of the Developer. All individual **residential** lots are herein restricted as set forth in this document.

In Unit 1 of "The Meadows" lots 1, 6, 7, 8, 9 and 16 are designated as Level 2 lots and as such are subject to the additional restrictions herein set forth for such. All other lots in Unit 1 are considered Level 1 lots.

All vehicular ingress and egress points to lots must be stabilized before use, so that surface erosion is minimized and no damage to access roads results from construction activities. Culverts must also be installed where necessary to avoid impeding drainage in the subdivision by this movement.

All construction and material delivery vehicles with a 10,000 GVWR or over must utilize designated service roads for access to lots when available. All ingress and egress to lots during construction shall be done in a manner so as to not damage the shoulder, curbing or paved surface of the existing public or private roads used. If the association deems that road or other common area damage has been caused by any contractor, the general contractor in charge shall be liable for the cost of repair of said damage. All such repairs must be done to meet the approval of the association.

Subsequent construction of additions, secondary structures, remodeling or alterations must also adhere to the same guidelines as the initial construction of the primary residence.

Authorization and execution of any demolition activities shall be bound by the same requirements for obtaining approval, timing, commencement, and completion as those set forth for primary residence construction.

All demolition activity or removal of improvements (including living woody plants over 8" in diameter at the base) must be carried out in accordance with an approved plan which shall state the method of demolition and site of disposal of all materials involved. All demolition must be complete in nature and restore that area to its original state of existence before the removed structure was erected.

Section C: GENERAL REQUIREMENTS

The following "General Requirements" are set forth to provide specific building and usage requirements. They include sections for: Land Use, Building Requirements, Utilities & Sanitation, Surface Drainage, Homeowner's Association, Common Areas, and Animal Control.

1. LAND USE

No residential lot shall be subdivided in any way. Each lot shall be limited to one single family dwelling only.

No retail or commercial place of business shall be operated on any lot restricted to residential development herein.

Easements for installation and maintenance of utilities, drainage and other stated purposes are reserved as shown on the official recorded plat of the Subdivision.

Lease of a dwelling shall be permitted so long as the entire structure is leased for a single family residence, and the lease term is at least 1 year in length.

No advertisements or signs of any kind shall be displayed in public view on any residential lots, with the exception of:

Contractor advertisement and notification signs of not more than 12 square feet each during construction AND one property owner or agent sign of not more than 8 square feet to advertise the property for sale after completion of construction.

All boats, trailers, RV's, ATV's, and other movable vehicles or properties must be stored in an enclosed structure or behind a yard fence and may not be parked on any public streets or in front of a fenced area for more than 48 hours in any month.

No mobile homes, trailers, barns, tents or other similar structures shall be used at any time for temporary or permanent dwelling on any lot herein restricted.

Drilling, mining or excavating activities are not allowed on any lots without approval of the association and other relevant authoritative bodies.

Vegetable gardens and other agricultural production shall be allowed only behind fenced areas with respect to the adjoining public road(s).

2. BUILDING REQUIREMENTS

All construction activities shall be performed in accordance with the standards and specifications set forth in the Southern Building Code.

a. Size, Type and Setback:

All residences and peripheral buildings must be of new construction and built on site. A concrete slab foundation must be used for all structures. All residences must have a centrally climate controlled living area of 2150 square feet or more.

All building construction shall be set back at least 33 feet from the street on which the lot fronts, at least 20 feet from any side streets on which the lot has frontage, and at least 10 feet from all interior lot lines.

No above ground construction other than fences, sidewalks and driveways shall be constructed within 10 feet from an interior property boundary line. No sprinkler discharge of waste water shall be allowed within 10' of any property line.

Residential construction is limited to single family dwellings, garages and related peripheral structures that are at least 1 but not more than 2 1/2 stories above ground level and no more than 40 feet above grade in total height. Minimum interior wall heights in living areas shall be 8'. No more than one floor shall be constructed below surface grade (basement) of the front of the dwelling.

b. Garage & Driveway and Sidewalks:

All driveways or other vehicle access to structures must be constructed of concrete, with a minimum width of 11 feet and a minimum thickness of 3 1/2 inches, with an **exposed aggregate** finish.

All residences must have at least a 2 car enclosed garage with side or rear load, having a minimum dimension of 22 feet in width and 22 feet in depth, attached to the primary residence. Front load garages may be allowed if their entrance is at least 15 feet further from the primary access street than the front wall of the residence is, but specific approval is required by the Architectural Review Committee in these cases. No exposed permanent parking shall be allowed in the front of a residence.

Each lot owner shall be required to construct a sidewalk parallel to ALL road frontages, the full length of the lot. The sidewalk shall be 3' in width and at least 3 1/2" thick and finished with a **light broom surface** across its width; AND shall be set back 4' from the edge of the road curbing at all points. This construction shall be delayed until the primary residence is essentially complete, and the driveway is installed but must be done within 2 weeks of cessation of construction on the primary residence. Once completed, these sidewalks shall become the property of, and maintenance responsibility of the Association.

c. Exterior:

The exterior walls of all constructed buildings must be fully bricked to the height of the uppermost ceiling joist adjacent to each related exterior wall except those protected by a porch or overhang at least 5 feet in depth. All other exterior surfaces shall be finished with either brick, vinyl siding, aluminum siding, cement products, masonry board or masonite siding. This shall include gable ends, soffits, overhangs, breezeways, walls protected by porches, or other such exposed surfaces.

All roofs must be covered with architectural asphalt shingles and have a pitch of no less than 6' on 12'. Under special circumstances, permission may be granted for other types of roofing upon submission of plans to the Developer.

All exterior lighting on the front, or directed toward the front, of a residence must be enclosed in a decorative fixture that complements the street light style required. No antennae, satellite dishes or other projections shall be allowed in front of any residence; nor shall any extend above the roof line from the rear of any residence, or be visible from traffic in front of any residence.

d. Cabinets and Interior Trim:

These requirements shall demand:

- (1) A minimum of 3" crown molding in all centrally heated areas of the primary dwelling except utility / laundry areas, and secondary bedrooms.
- (2) At least a 2" inside face trim around all windows and door frames comprised of wood, ceramic tile or natural stone.
- (3) At least a 3 1/2" tall solid wood, ceramic tile, or natural stone baseboard on all interior walls.
- (4) At least 300 cubic feet of cabinet storage area in the kitchen.
- (5) A minimum of 30 square feet of countertop space shall be required in the kitchen area.

e. Electrical and Appliances:

Built in appliances shall be required throughout the house with the exception of the refrigerator, clothes washer and dryer.

External components, such as air conditioner units, shall be installed on a concrete pad at ground level, to the rear or side of the residence so that they are situated behind a fence and out of view from the front of each residence.

f. Plumbing:

Copper tubing shall be used for all underground and in wall water supply. Cut off valves and metal braid flex lines shall be used to connect all fixtures to supply. Solid Brass fixtures shall be required for use on all pressurized water supply lines.

g. Flooring:

At least 200 square feet of solid wood, ceramic tile or natural stone flooring shall be required in the primary dwelling.

h. Fencing:

Fencing must be extended from the edge of the residence laterally to the property lines on each side of each house according to the guidelines below. Any additional fencing is optional, but must adhere to the guidelines stated below if constructed. No fences shall

be constructed or allowed in front of a residence, or within 30 feet of a road right-of-way on any side of a lot.

All Fencing must meet the following specifications:

1. must be 6' in height above grade.
2. must be recessed at least 10 feet from the front wall of the residence with respect to the street it faces.
3. must be of vertical wood plank construction using woolmanized pine 1x6's.
4. Galvanized or wood posts may be used.
5. Posts shall be placed on no more than 10' spacing on center.
6. Gates may be of same material as fencing or decorative iron work.
7. Brick columns matching the residence's exterior walls may be used in place of gate hinge posts if desired.

i. Utility Service Entry:

All utilities servicing any structures must be buried underground at a minimum depth of 2 feet. All utility meters and service entrances relating to utilities must be recessed at least 8 feet from the front of the main residence.

j. Mailboxes, Address Signs & Street Lights:

Each residence must have a developer approved mailbox unit installed by completion of residence construction. It shall display the 911 address of that residence in letters 3" tall, visible from both sides. The Architectural Review Committee shall supply specific information on, sources of, and installation instructions for, these units upon request. Units must be placed 4' to the interior of the lot from the inside edge of the primary driveway entrance and set back 1' from the edge of the pavement to the face of the mailbox when closed. It's foundation shall be set according to the supplier's recommendation and shall extend no more than 3" above final surface grade.

Each residence must have a developer approved street light unit installed by completion of residence construction. The Architectural Review Committee shall supply specific information on, sources of, and installation instructions for, these units upon request. Units must be placed 14' to the interior of the lot from the inside edge of the primary driveway entrance and set back 20' from the edge of the pavement to the center of the foundation. The foundation shall be set according to the supplier's recommendation and shall extend no more than 3" above final surface grade.

Each residence may display the 911 address of that dwelling on a 12" x 8" engraved stone inset in the front wall of the dwelling at a height of 6' above grade, and in a

position prominent visibility from the road it fronts. The engraved numerals shall be 4" in height centered on the inset stone. No other display of street numbers or address shall be permitted.

k. Landscaping

At least 200 square feet of mulched flower beds and/or shrubs must be planted and maintained in the front of each residence, and must span the width of the front of that residence except for a front door entry passage of no more than 10 feet. The remainder of the front yard must be sodded and maintained with perennial warm weather grasses so that no bare soil areas are visible from the street to the front of each residence and for the full width of each lot. No live trees with over 6" in diameter shall be removed from in front of any residence without prior written approval from the developer or Architectural Review Committee.

l. Other Construction and Decorations:

No peripheral structures shall be constructed or allowed in front of a residence, or within 40 feet of a road right-of-way on any side of a lot. This shall include, but is not limited to such things as satellite dishes, gazebos, and other improvements above ground level.

No highly reflective material shall be used on the walls, windows, doors or roofs of any residence.

Seasonal decorations shall only be permitted to be displayed within 60 days prior to the celebrated event, and shall be removed within 7 days following the passing of that event.

3. UTILITIES AND SANITATION

Easements for utility mains shall be reserved as shown on the official plat.

All electrical service within this unit shall be supplied by Valley Electric.

All phone service within this unit shall be supplied by South Central Bell.

All natural gas service within this unit shall be supplied by Reliant - Arkla.

All water service within this unit shall be supplied by **North DeSoto Water System**, (here in called the "Water Provider"). Each residence must obtain a water meter from the Water Provider.

All structures plumbed to utilize running water shall have an appropriate drainage system installed to provide for disposal of all water used therein within the lot itself, and shall have an approved waste treatment plant installed prior to occupation as a residence. Sprinkler systems shall be employed so that no discharge of water from such shall be permitted to fall within 10' of a property line and all discharge shall be absorbed on site.

All drain lines exiting structures shall include a clean-out with a 4" capped riser accessible at ground level within 4 feet of that exit point.

No garbage or debris of any kind shall be allowed to be kept in front of any residence or to its side, unless located behind a fence whose placement is outlined under the "fencing" section herein.

4. SURFACE DRAINAGE

All existing waterways and drainage channels shall be maintained in their current condition. Grass sodding and erosion control measures are permitted, but no drain shall be rerouted or constricted without written approval from the developer. All plans for construction shall be designed so as to not alter the established drainage pattern within the subdivision.

All Streets shall be concrete with curb & gutter. No open ditches will be used along roads. Discharge aprons shall be used where water flow exits streets.

All defined easements on lots and common areas shall be maintained at their established grade. Grass sod may be planted, cultivated and maintained, but NO other vegetation shall be allowed in these areas, except as established by the association or other entities authorized to use these easement(s) for providing utilities and/or other services to the association or its members.

5. HOMEOWNER'S ASSOCIATION

Any person or entity owning or having a controlling interest in a lot(s) in the Subdivision shall, by that ownership, become a member of THE ASSOCIATION.

It is required that every conveyance of lots to which association membership is attached shall be reported to the secretary of the association so that up to date records of

association membership may be maintained. Such report shall state the desired billing address for the new owner.

Ownership of each lot shall carry with it specific obligations and privileges which are determined by the requirements of these restrictive covenants and the directives set forth in the association's by-laws.

Subject to the provisions of this document, the Articles of Incorporation, and By-laws established by the Association every member shall have the right of use and enjoyment of all Common Areas.

The Association shall operate within the parameters set forth in its Articles of Incorporation, AND under the guidance of its by-laws.

The Association shall have the responsibility to maintain, the right improve, and the authority to schedule use of, all common areas to which it holds title. These shall include but not be limited to the following: recreational areas, private roads, trails, gardens, entrances and other improvements.

The Association shall also have the right to:

- (1) oversee and maintain all drainage easements within the subdivision.
- (2) act as a lot owner to pursue enforcement of all Subdivision restrictions.
- (3) set and collect assessments, and use such funds for operations, administrative expenses, maintenance OR improvement of common areas or easements to which it holds title or other right of use.
- (4) borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property.
- (5) to pass and enforce such other rules and Regulations for the use of the Common Areas, including the right to enforce various sanctions against members, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a member or other sanctions which the Association deems necessary and proper.

6. COMMON AREAS

"Common Areas" shall include all property owned by the Association, all areas so denoted on the official subdivision plat and all easement areas upon which the association is granted rights within this document. These areas are set aside for the mutual benefit of all association members. Their use and development shall be subject to the control of the association who shall act within the scope of its articles of incorporation and by-laws. All improvements or fixtures placed on said areas by the developer or the association, are deemed to be owned by, under control of, and are the responsibility of, the association.

All common areas shall be kept accessible for the fair and equitable enjoyment of all members. Any improvements shall be used solely for their designated purpose(s) as set forth, and governed by, the association. The association shall set limits on the extent and timing within which these common areas and improvements may be used.

All roadways or other hard surface traffic areas owned by the association shall be used solely for its member's benefit. Only licensed motor vehicles shall be permitted on any subdivision roadways. No roadways shall be partially or fully blocked by any person or object without specific written permission from the association.

All sidewalks constructed on common areas AND along roadways on lot easements whose ownership carries membership privileges to this association, shall be kept functional, unobstructed, AND shall be available for the use of all members for the purposes of walking, jogging, bicycling or other similar recreational purposes. No motorized vehicles of any type shall be permitted on any sidewalks with the exception of handicapped carts approved by the association.

No boating, fishing or swimming shall be allowed in any common area bodies of water, unless specifically designated for such purposes by the association.

Special or exclusive use of any common areas or facilities by a gathering of more than 10 persons shall require an approved reservation from the association. Reservations shall be applied for at least 1 week prior to the event. Reservation approval must be granted by the association, and shall specify the **location, date, time period and type of event** that the facility or area is being reserved for.

7. ANIMAL CONTROL

No livestock, poultry or other animals shall be raised, bred, or kept on any residential lot except as household pets.

Household pets are permissible for noncommercial purposes. All pets shall be housed in fenced or otherwise controlled areas within or to the rear of each residence, and be leashed when taken in front of any residence or on any roads in the subdivision. All pets are the responsibility of their owners and as such, must be controlled and restrained in a manner so that no other residents of the subdivision are inconvenienced by them.

Section D: LEVEL REQUIREMENTS

This section sets forth additional construction requirements that apply to all lots with specific level designations herein stated that are higher than Level 1.

ADDITIONAL REQUIREMENTS FOR LEVEL 2 LOTS

All Lots herein above designated as Level 2 shall require a minimum of 2300 square feet of climate controlled living area instead of the above stated quantity. With this exception, all other requirements shall remain the same as for Level 1 lots.

Section E: RIGHTS OF ENFORCEMENT

THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE ENFORCEABLE BY ANY REMEDY AVAILABLE UNDER THE LAW FOR THAT PURPOSE.

These restrictions apply to each lot individually although, if an owner acquires 2 or more contiguous lots with frontage on the same street, they may be treated as a single lot for the purposes of enforcing these restrictions.

Section F: PROVISIONS FOR AMENDMENTS

THESE RESTRICTIONS ARE AMMENDABLE AT ANY TIME BY A 2/3 APPROVAL OF ALL THE VOTING MEMBERSHIP OF THE ASSOCIATION AND SHALL BE IMPLEMENTED UNDER THE OVERSIGHT OF THE ASSOCIATION'S BOARD OF DIRECTORS.

Section G: DEFINITIONS

The following definitions are included in this document to clarify their meaning or certain words used within this document:

Front the side of the house facing the road on which a lot has the most frontage.

Living Area all areas of a structure permanently enclosed with walls &/or windows, whose temperature is controlled by a central heating and cooling system.

Construction any improvements or alterations to the property, whether above or below the ground, except interior remodeling of existing buildings.

Lot any subdivided area identified by a numerical denotation on the related official subdivision plat.

Purchaser any legal entity agreeing to buy lot(s) within the above stated subdivision.

Closing the formal process by which title to a lot(s) is transferred from the developer to the purchaser or its assigns in exchange for value.

Residence the primary dwelling structure on any residential lot in the subdivision.

Common Area all areas shown as such on the official plat filed on public record and related to these covenants.

These restrictions shall apply only to the area developed as stated in this document. Any annexes or additional units developed shall be accompanied by separate restrictions or directives concerning adoption of these covenants along with any modifications and / or additions the developer may wish to include for such areas.

Witnesses:

MARCAL ENTERPRISES SOUTH INC.

Robert Myers, president

DONE AND SIGNED before me, _____, Notary Public, and in the presence of these witnesses on this ____ day of _____, 2002.

Notary

603177

RECEIVED AND FILED
DE SOTO PARISH, LA
2003 SEP 5 A 9:00

DEPUTY CLERK & RECORDER

AMENDMENTS TO RESTRICTIVE COVENANTS FOR "THE MEADOWS" SUBDIVISION

State of Louisiana

Parish of DeSoto

Be it known that before me, the undersigned Notary Public, personally came and appeared: Marcal Enterprises South Inc., (hereafter referred to as the "Developer") a duly organized corporation under the laws of the State of Louisiana, herein represented by its president, ROBERT MYERS.

The Developer, representing 100% of the ownership of Unit 1 of The Meadows, does by these presents set forth and establish the following amendments to the restrictive covenants which are applicable to the MEADOWS subdivision, UNIT 1, (here after referred to as the "Subdivision"), which said covenants are filed on public record in DeSoto Parish as document # 597993.

Within: Section A: PLAN SUBMISSION AND APPROVAL

Paragraph 2 which reads:

The Developer requires that initial construction plans be approved and that adequate financing to complete said plans be acquired by the purchaser AND made evident to the Developer on or before the date of conveyance of any lot(s) in this subdivision.

shall be deleted.

Paragraph 7 shall be amended to allow purchasers of lots to have 6 months from the time of conveyance to begin construction in place of the 30 day requirement set forth in the original restrictions; AND have 270 days to complete construction after beginning in place of the 180 day requirement set forth in the original restrictions.

603177

Witnesses:

Robert Myers
Richard Spitzer

MARCAL ENTERPRISES SOUTH INC.

Robert Myers
Robert Myers, president

DONE AND SIGNED before me, Beverly Toups Notary Public, and in the presence of these witnesses on this 5 day of September, 2003.

Beverly Toups
Notary Public

Notarized as to Signature Only.
Document Not Prepared by Notary

605487

RECEIVED AND FILED
DE SOTO PARISH LA
2003 DEC 29 A 9:10

AMENDMENTS TO RESTRICTIVE COVENANTS FOR THE
MEADOWS" SUBDIVISION BK _____ P _____

State of Louisiana

Parish of DeSoto

Be it known that before me, the undersigned Notary Public, personally came and appeared: Marcal Enterprises South Inc., (hereafter referred to as the "Developer") a duly organized corporation under the laws of the State of Louisiana, herein represented by its president, ROBERT MYERS.

The Developer, representing 100% of the ownership of Unit 1 of The Meadows, does by these presents set forth and establish the following amendments to the restrictive covenants which are applicable to the MEADOWS subdivision, UNIT 1, (here after referred to as the "Subdivision"), which said covenants are filed on public record in DeSoto Parish as document # 597993.

Within: Section C: GENERAL REQUIREMENTS
Item #2 BUILDING REQUIREMENTS
Section a. Size, Type and Setback

Paragraph 1 shall be amended so that the requirement of "2150 square feet or more" shall read "1950 square feet or more."

Within: Section D: LEVEL REQUIREMENTS
ADDITIONAL REQUIREMENTS FOR LEVEL 2 LOTS

The minimum square footage requirement for Level 2 lots shall be reduced from 2300 to 2100.

Witnesses:

Robert Myers
Jackie Spivey

MARCAL ENTERPRISES SOUTH INC.

Robert Myers
Robert Myers, president

DONE AND SIGNED before me, Beruby Temp, Notary Public, and in the presence of these witnesses on this 29 day of December, 2003.

Beruby Temp
Notary

605487

609727

RECEIVED AND FILED
DESOTO PARISH, LA

2004 JUN 29 A 9:56

DEPUTY CLERK & RECORDER

RESTRICTIVE COVENANTS FOR "THE MEADOWS"
SUBDIVISION

State of Louisiana

Parish of DeSoto

Be it known that before me, the undersigned Notary Public, personally came and appeared: Marcal Enterprises South Inc., (hereafter referred to as the "Developer") a duly organized corporation under the laws of the State of Louisiana, herein represented by its president, ROBERT MYERS.

The Developer does by these presents set forth and establish the following restrictive covenants which are applicable to the MEADOWS subdivision, UNIT 2, (here after referred to as the "Subdivision"), which is situated in Section 10, Township 15 North, Range 14 West in DeSoto Parish, Louisiana, as shown on the plat of said subdivision which has been duly filed and recorded in the appropriate Clerk of Court's Office immediately prior to and in association with this filing.

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These covenants shall run with the land and be binding on all parties purchasing or otherwise occupying any part of the property therein described in Unit 2 of the subdivision. These covenants shall be enforceable individually by any lot owner in the subdivision or by The Meadows Homeowners Association of Pelican Inc., a nonprofit corporation previously created by the developer, as filed on the public record of DeSoto Parish as document # 593598, (here after referred to as the "Association").

In order to establish and attach restrictive covenants hereto, the covenants of record and all ammendments previously or subsequently filed thereto for Unit 1 of this subdivision shall be adopted by all Unit 2 lots. Said Unit 1 Covenants being filed as document #597993 with ammendments thereto including documents 603177 and 605487 in DeSoto Parish, LA.

In Unit 2 of "The Meadows" lots 17, 24, 25 and 30 are designated as Level 2 lots; lot 31 is designated as a Level 3 lot; lot 32 is designated as a Level 4 lot. Level 3 and 4 lots are subject to the additional restrictions herein set forth. All other lots in Unit 2 are considered Level 1 lots.

Lots 31 and 32 shall be exempt from the fencing and exposed aggreagte driveway surface requirements, but if any are constructed they must be of the same material as required under paragraph 4 above.

Additional Restrictions for Level 3 and 4 Lots are as follows:

1. Level 3 lots shall require a minimum of 2350 square feet of climate controlled living area.
2. Level 4 lots shall require a minimum of 2550 square feet of climate controlled living area.

These restrictions shall apply only to the area developed as stated in this document. Any annexes or additional units developed shall be accompanied by separate restrictions or directives concerning adoption of previously established covenants along with any modifications and / or additions the developer may wish to include for such areas.

Ammendments to this Unit's restricitons may be done individually or collectively with previous unit(s) on which they are based. Any ammendments to restrictions on which these restrictions are based shall apply to this Unit as well.

Witnesses:

Samantha Leggett
Willie Powell

MARCAL ENTERPRISES SOUTH INC.

Robert Myers
Robert Myers, president

DONE AND SIGNED before me *Mary Soren*, Notary Public, and in the presence of these witnesses on this 7 day of June, 2004.

Mary R. Soren
Notary