

# St. Martin Parish Recording Page

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CLERK OF COURT  
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**First VENDOR**

OEL INC

**First VENDEE**

OEL INC

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**Recorded Information**

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

On (Recorded Date) : 08/08/2018

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Parish of St. Martin

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File Number 520457

Deputy Clerk

*Judy R. Cormier*  
8-8-18

ACT OF DEDICATION  
AND RESTRICTIVE COVENANTS  
OF SIMON ESTATES, PHASE III

BE IT KNOWN, that on this 8<sup>th</sup> day of August, 2018, BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned witnesses personally came and appeared:

**OEL, INC.**, a Louisiana Corporation, being represented herein by ODELL LAMARTINIERE, III, duly authorized PRESIDENT, pursuant to that certain Resolution recorded under Entry No. 397589 of the records of St. Martin Parish, Louisiana, whose mailing address is 210 Cadillac Street, Lafayette, Louisiana 70501, (hereinafter referred to as "Developer" or "Appearer,"),

who declared that Appearer is the owner of a 18.01 acre tract of land located in St. Martin Parish and designated as Plot B on that map of survey recorded under Entry No 407062, Book 1487, Page 476, of the records of St. Martin Parish, Louisiana.

Appearer, as the owner of the property, has submitted for Final Approval a plat of survey subdividing a portion of said property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which have been provided and approved in accordance with the applicable regulations for subdivision plat approval promulgated by the City of Breaux Bridge ("hereafter called "the City") which plat of survey is recorded in Conveyance Book 1785, Page 485, under Entry No. 518879 of the records of St. Martin Parish, Louisiana.

Appearer declared that it does hereby dedicate, create, and establish exclusively in favor of the City, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City to use same or who may as a result of this dedication my derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced herein.

In connection with the exercise of the use of the servitudes created hereby, the City, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary 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. Utilities easements established herein shall be independent of any front, side and rear set back requirements provided for herein, but same may be used in calculating such set backs. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act there may be utility easements, servitudes, and rights of way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of St. Martin Parish, Louisiana, which may affect the lots in the Subdivision independently of this Act.

Appearer further declared that it desires to subdivide the property and to lay out the said property into lots for the purpose of offering the same for sale to the public. Appearer further

declared that it has therefore caused said property to be surveyed and divided into lots numbered Forty-Six (46) through Sixty-Nine (69), as more fully shown by reference to that certain plat of survey recorded under Entry No. 518879, Book 1785, Page 485 of the records of St. Martin Parish, Louisiana.

Appearer further declared that the hereinabove tract of land, as shown on the aforesaid plat of survey, shall be known as "SIMON ESTATES, PHASE III" and is herein referred to sometimes as "the Subdivision."

The words "street" and "road," as used herein, shall mean any public street or road right of ways shown on the plat of survey referred to above.

Appearer further declared that in order to dispose of the property situated in the Subdivision to the best advantage of and to assure all, prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, it binds itself, its successors and assigns, not to sell any of the property situated in the Subdivision, except under the following restrictions which are covenants to run with the land, and it does hereinafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers, whether set forth in any act of sale or not, until the 15<sup>th</sup> day of June, 2043, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3rds) of the owners (one vote for each lot owned) of the lots at any time, it is agreed to change the said covenants in whole or part:

1. The use of the lots in the Subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence. No dwelling other than a single family dwelling and private garage shall be built on any building lot. Outbuildings are permitted provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein and provided, further, that they consist of the same style, color and architecture of the residence constructed on said lot, provided, however, that the Architectural Control Committee may grant variances for style, color and/or architecture of said outbuildings. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the Subdivision is prohibited. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever shall be erected or maintained on any of the lots involved herein. Further, no building or dwelling in the subdivision shall be used to house more than four (4) non-related persons, nor shall any activity that would constitute a "group house" for the purpose of housing unrelated persons, as a business, whether for profit or not, be permitted on any lot in the subdivision. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions.

2. No building or other improvements shall be erected, placed or altered on any lots subject to these restrictions until the construction plans and specifications, and a site plan

showing the location of the structure and all other improvements on the lot, have been submitted to, and approved in writing by, the Architectural Control Committee or any of its members designated by the Committee to act. Until changed by act recorded in the records of St. Martin Parish, the Architectural Control Committee shall consist of Odell Lamartiniere. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. If there are no remaining members, member(s) shall be elected by a vote of a majority of the owners in the Subdivision at a meeting called for that purpose with at least 30 days advance notice being given to all of the owners at the address for their lot in the Subdivision. Upon the dissolution of the Architectural Control Committee by the lapse of ten (10) years from the date hereof, or by the resignation of all of its members, whichever first occurs, the function and authority of said Architectural Control Committee, as described in these restrictions, may be performed by at least two (2) members of a Committee of at least three (3) persons appointed by the association described below. If no association is formed, then the Committee may be elected by a vote of a majority of the owners in the Subdivision at a meeting called for that purpose with at least 30 days advance notice being given to all of the owners at the address for their lot in the Subdivision. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing. The decision of the Architectural Control Committee may be evidenced by a certificate of any of its members.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed or delivered to the following address: Simon Estates Architectural Control Committee, 210 Cadillac, Lafayette, Louisiana 70501. The address may be changed by the Architectural Control Committee by act recorded in the records of St. Martin Parish.

The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted by reason of any of the following:

- A. Incompatibility of the proposed building with existing buildings located upon the lots in the vicinity;
- B. Duplication or similarity in the nature, exterior color scheme, kind, shape, height, or materials used in the proposed building with that of an adjoining building;
- C. Failure of such plans or specifications to comply with any of these restrictions;
- D. Objections to the site plan, drainage plan, or landscaping plan for the lot;

E. Failure of such plans to take into consideration the particular topography and natural environment of the lot; or

F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed building to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.

3. No hogs, cows or horses, or any kind of fowl shall be kept on any of the lots involved herein. Dogs and cats may roam freely, as long as in accordance with local ordinances or law, and as long as they do no damage. However, they must be confined if and when they become a nuisance to their neighbor. Dogs, cats or other household pets shall not be bred or maintained for any commercial purposes.

4. Each residence constructed in this Subdivision shall be erected on a plot of ground having not less than the lot area of the smallest lot shown on the subdivision plat of survey and shall face the narrowest side of the lot fronting the street. No lot shall be subdivided without the prior written consent of the Architectural Control Committee, its successors or assigns.

5. All residences shall contain at least one thousand (1,000) square feet of air conditioned and heated living space, exclusive of porches, storerooms, garages, and carports. Multiple story residences shall contain at least one thousand (1,000) square feet of living space on the ground level floor.

6. It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the Subdivision.

A. The exterior material used on all residences will be of sound, durable, attractive, low-maintenance up-keep material, that is either painted, stained or built of colored material.

B. Roofing material shall be three tab shingles.

C. Metal chimneys are not permitted unless enclosed with materials approved for the exterior.

D. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived by the Architectural Control Committee.

E. Each residence shall be constructed with a minimum of a one (1) car carport or patio cover.

F. Exterior walls of all residences must be composed of vinyl siding unless a variance is granted by the Architectural Control Committee.

G. All dwellings must have a minimum eight (8) feet wall height and ceiling on the first floor.

H. Residences shall be constructed with at least a 6 on 12 foot, or more, roof pitch.

7. All property shall be landscaped in front of residences. Any portion of the front yard

that is not landscaped will be seeded with grass and will be kept mowed, and in presentable condition. Grass will not be allowed to grow higher than six (6") inches above grade. At the time of construction of a residence on a lot, the owner is required to seed and grade the ditches in front of the lot. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section, or to seed and grade the ditches of any lots when the owner fails to do so at the time of construction of the residence if, after ten (10) days written notice, the owner of said lot fails to do so and Developer shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by Developer in collecting same, shall be a charge and lien upon the property affected, from the date of recordation in the records of St. Martin Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment was made. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property and interest at the rate of eighteen (18%) per cent per annum, all costs, and reasonable attorney's fees incurred in such action shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all prior mortgages or liens of record.

8. The front sill or slab of every residential dwelling and porch shall be placed not less than thirty (30') feet from the front property line.

9. No building shall be erected less than seven (7') feet from any side lot line, except in the case of corner lots on which the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the seven (7') foot side lot line on any common lot line without appropriate amendment to the restrictive covenants as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of construing the restrictions contained herein.

**NOTICE: The set back requirements of applicable governmental bodies, such as the Parish of St. Martin and/or City of Breaux Bridge, may be more restrictive than those contained herein, and, therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.**

10. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located except that such trash, refuse, etc. may be maintained at such times as may be reasonably necessary to permit garbage or trash pickup. The Architectural Control Committee has authority to regulate the type of containers.

11. Driveways shall be constructed of concrete, unless otherwise approved by the

Architectural Committee. Driveways may not be constructed closer than one (1') foot to the side property line, or farther if required by the Parish or when an electrical transformer or pedestal is located near the side property line.

12. Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed thereon except such plants, lamppost(s), mailboxes, or decorative item(s) as will tend to beautify. Mailboxes must be approved by the Architectural Control Committee.

13. No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No window air conditioning or heating units are allowed and any satellite type dishes shall be to the rear of the residence and not visible from any street.

14. Temporary sanitary facilities used during construction must be approved sanitary types such as Royal Johns, Port-A-Heads or Port-O-Lets.

15. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction, except by workmen in the performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within this subdivision; component homes and/or component parts used in newly constructed residences are excepted. No old or second-hand materials shall be used in the construction of the exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.

16. Only signs, no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the Developer, its successors or assigns.

17. Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front setback line. Fences constructed between the front sill of any dwelling and the rear property line, whether parallel or perpendicular to the street, and along the rear property line shall be constructed of either wood, concrete or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided that same are not visible from any street on which said lot has frontage, unless on fences perpendicular to such street and located on interior side lot lines (i.e. not on a street or not a rear lot line). No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have a height greater than seven (7') feet above the finished graded surface of the ground which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Any fence installed by the Developer shall belong to the owner of the lot upon which it is situated. Fences erected shall be kept properly maintained and in good repair.

18. The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any such vehicle, as well as any boats and boat trailers, must be parked and kept behind the front set-back line. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or any immovable positions on any lots or street in this subdivision.

19. Notwithstanding anything to the contrary contained herein until all of the lots in the Subdivision are disposed of by Developer, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by Developer or assigns without the written consent of any other owner or purchaser of said lot or lots. Provided, no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e., residential). Neither the Architectural Control Committee, nor any agent thereof, and neither Appearer nor any agent or employee thereof, shall be responsible in any way for the failure of any structure to comply with the covenants of this act, nor for any defects in any plans and/or specifications submitted or approved.

20. Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and/or to recover damages and/or attorney fees incurred for such violation.

21. Invalidity of any one of these covenants by Judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. As used herein, "Association" shall mean and refer to a non-profit corporation that may be formed for the Subdivision as provided below. If formed, all of the owners of the lots in the subdivision shall be subject to the same rules, regulations, assessments and lien rights of the Association (for nonpayment of dues) as set forth herein or in the Articles of Incorporation and By-laws of the Association. Until such time as the developer has disposed of all lots in the subdivision, developer shall have the right to form a homeowners association. After the developer has transferred all of the lots in the subdivision, any owner in the subdivision may call a meeting for the purpose of forming a homeowners association by mailing a 30 day advance notice to all owners of record in the subdivision. Upon vote of a majority of the owners in the subdivision (one vote for each lot owned), said owners may form a homeowners association and membership in the association will be obligatory on all owners of property in the subdivision. The purpose of the Association shall be to maintain architectural control, and to maintain and repair any common areas, in the Subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. The permanent subdivision sign and landscaping installed by the



Developer, if any, will be common area and the ownership of the sign and landscaping, if any, is automatically transferred to the Association upon its formation in consideration for the Association's maintenance of same in good repair and an easement is hereby established in favor of the Association, its agents and contractors on any property upon which said sign and landscaping is located, for the existence of same and an access easement is hereby established from the street for access to same. The Association may impose mandatory dues upon the owners in the Subdivision to cover the costs of, and reserves for, the items described herein.

23. All residents of the Subdivision must obtain and display at all times, a windshield decal at the bottom left corner of the vehicle windshield (an “**Association Decal**”), which Association Decals will be distributed by the Association after dues are paid. Any vehicle without a current Association Decal, will be subject to towing at the owner’s expense. Noncompliant owners will be assessed \$100.00 per month, until an Association Decal is obtained and displayed, and all related fines due to the Association have been paid. Only residents of the Subdivision, who comply with the provisions contained in this paragraph and who are current in all payments due to the Association, and their guests will be allowed to access the Subdivision. Any guests who are parked at a residence that is not compliance with the provisions of this paragraph will be towed at owner’s expense.

The Association shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of these Restrictions towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an owner of a lot in the Subdivision, any amounts payable to the Association shall be secured by an Assessment Lien, and such Association may enforce collection of such amounts in the same manner provided for in these Restrictions for the collection of Assessments.

24. The exterior of all residences in the Subdivision must be neatly washed and/or pressure washed as needed. In the event the exterior of a residence in the Subdivision is not neatly washed, in the sole discretion of the Association, the Association shall have the right without liability, to enter upon such lot to have the exterior of the Residence pressure washed. Any residence with an exterior that is not neatly washed will be subject to a fine of \$100.00 per month, plus the reimbursement to the Association, if the Association has had the exterior of the residence pressure washed.

25. All open carports of residences in the Subdivision shall be clean and free of all stored items and clutter. No refrigerators, storage units, toys, bicycles, etc., shall remain in open carports of residences in the Subdivision, if visible from the road. If stored items in an open carport are visible from the road, the Association shall have the right without liability, to enter

upon such lot to have any objectionable items removed from the lot. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment and shall be secured by the Assessment Lien.

26. Parking of vehicles of any kind on any grass area in the Subdivision, including but not limited to the front, sides, and rear of the any home and/or lot, is prohibited. Any vehicle parked on any grass area in the Subdivision will be subject to towing at owner's expense.

27. Any external proposed parking area in the Subdivision must be concrete and approved by the Architectural Control Committee.

28. Owners or residents of the Subdivision who violate any provision of these Restrictions will be subject to a One Hundred and 00/100 (\$100.00) Dollar fine, per month, for each violation, which must be paid to the Association within Ten (10) days after notice of the violation and fine, has been delivered to the Lot of the owner and/or resident who violated the Restrictions. Notice will be posted on the resident's front door and/or mailed via certified mail. Fines which are not timely paid to the Association as provided herein, will result in the towing from the Subdivision, any vehicle of the owner and/or resident, who failed to timely pay the fine, as well as vehicles of their guests, regardless of whether said vehicles are legally parked on a lot or parked elsewhere in the Subdivision.

29. At any given time, the Association may assess all lot owners with extra dues to meet any financial obligations in connection with Association expenses.

30. If any provision of these Restrictions is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. These Restrictions shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of these Restrictions shall remain in full force and effect and shall not be affected by the illegal, invalid or non-enforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these Restrictions, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

31. All lot owners are to register their vehicle license plate, make, model, year and color, for every vehicle of the household residents.

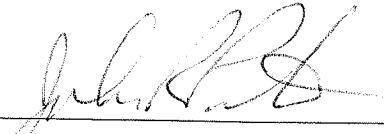
32. The Association reserves the right to establish a guest parking permit system if traffic become hazardous.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

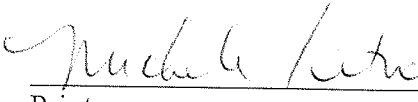
THUS DONE AND PASSED, in the Parish of Lafayette, Louisiana, on the day and date first above written, in the presence of the undersigned, competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

OEL, INC.

  
\_\_\_\_\_  
Print Name: John Pitre

  
\_\_\_\_\_  
By: Odell Lamartiniere, III

  
\_\_\_\_\_  
Print Name: Michele Pitre

  
\_\_\_\_\_  
NOTARY PUBLIC

Maria L. Pitre  
Notary ID # 84939  
My Commission Expires at Death