

RESTRICTIVE COVENANTS
FOR
DULARGE WATERFRONT LOTS

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

UNITED STATES OF AMERICA
STATE OF LOUISIANA PARISH
OF TERREBONNE

BE IT KNOWN, that on this 31st day of October, 2018

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, therein residing, and in the presence of the undersigned, competent witnesses;

PERSONALLY CAME AND APPEARED:

BEST BOAT & RV PARK, LLC, a Louisiana Limited Liability Company, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented as the company's managing member Kevin Faulk, by virtue of Resolutions of record in the records of Terrebonne Parish, Louisiana, the companies mailing address is 106 Lansdown, Houma, LA 70360.
(Herein sometimes referred to as "Best Boat & RV LLC" and "BB & RV PARK, LLC" etc.)

Who declare that Best Boat & RV Park is the owner of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 on a plat entitled, "Dularge Waterfront Lots (Lots 1 thru 12) Property Belonging to Best Boat and RV Park, L.L.C located in sections 53 and 54, T19S-R17E Terrebonne Parish, Louisiana", Prepared by T. Baker Smith, Surveyor, 412 S. Van Ave, Houma, Louisiana 70363, dated September 4, 2018, recorded at entry number 1567728, of the public records of Terrebonne Parish, Louisiana. Best Boat & RV Park, LLC is more than 2/3 required to amend said restrictions, Best Boat & RV Park, LLC did declare that the aforesaid lots of ground therein henceforth shall be affected by all of the following servitudes, conditions and restrictive covenants which shall henceforth form a part of the title of each and every lot of ground and which shall be binding and enforceable not only against the present owner but also against each and every purchaser of any lot or lots therein, as well as the heirs and assigns of said purchasers. The said servitudes, conditions and restrictive covenants affecting said lots therein are as follows, to-wit:

1.

The lots identified as Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 owned by Best Boat & RV Park, LLC are subject to the restrictive covenants as stated in the paragraphs below. No business or commercial use of lots is allowed, except that each dwelling, boat shed, and/or accessory building may be rented or leased to others and that charter boats may operate from said lots, and except on lots used by Best Boat and RV Park, LLC.

Dwellings Must Meet The Following Requirements:

- a) All buildings must be built in compliance with local, state and federal building codes.
- b) Total enclosed living area of the principal structure (excluding open Porches, carports or garages) shall not be less than eight hundred (800) Square feet.
- c) Motor homes and travel trailers may not be used as permanent dwelling. No Mobile homes or manufactured homes are permitted. All motor homes or travel trailers must be connected to a Louisiana Board of Health Sewer Plant.
- d) Exterior walls shall consist of vinyl siding, stucco or EIFS, stained or painted lumber or plywood wall panels, painted hardiplank, or other approved material. Roofs shall consist of painted aluminum and/or galvanized sheets; asphalt seal-tab shingles, or other approved material. Only new material may be used for roof and walls.
- e) No Structure shall have as finished exterior siding items such as felt paper, Roll siding, asbestos siding, imitation brick, imitation stone or galvanized tin.
- f) Each lot shall have its own driveway or may share a driveway with one or more adjacent lots so long as appropriate servitudes are recorded in Terrebonne Parish Courthouse granting lots sharing driveways permanent access.

Regarding Boat Sheds and Structures in the Waterway:

- g) Any structure within the waterway adjacent to the property may have open or enclosed sides. All wall finishes may be new vinyl siding, new 26 gauge (Minimum) roll form, metal panels, with Galvalume or painted surfaces or Painted Hardiplank or other material approved by developers. Roof may be new painted aluminum or galvanized sheets, new asphalt shingle or other material approved by developer.
- h) Elevated walkways from a land-based structure to a water based structure are permitted. Bulkheads are not required but any bulkhead constructed must be of vinyl bulkhead material.
- i) Owner may install a deck above the boat shed.
- j) Each lot owner shall be responsible to obtain the necessary governmental Permits to construct boat sheds or other structures in the waterway prior to construction, and such construction shall not impede or be a hazard to boat traffic in Bayou Dularge, such construction to be at the risk and liability of each lot owner.

Regarding Accessory Buildings:

k) Building materials shall be the same or similar to dwelling.

Placement of Dwellings:

l) No structure, including stairways, shall be placed within five (5') Feet of the side property line. Roof overhang may be no closer than Five (5') feet to the property line.

m) No structure or improvement shall be placed within fifteen (30') feet of the property line adjacent to Dr. Beatrous Road.

3.

All structures must be completed within twelve (12) months after start of construction.

4.

Lots may not be subdivided onto smaller lots. However lots can be combined to form wider lots.

5.

Servitudes for public utilities, sewerage and drainage, and other property purposes are hereby reserved as shown on the plat recorded Entry Number 1567728.

6.

No noisy, noxious or offensive activity shall be permitted or carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor may an unsightly condition be created or permitted on any lot. No firearms are allowed to be discharged on the property.

7.

No animals, poultry or livestock shall be kept on the premises, except personal pets, which shall not be allowed to run freely, with the exception of Lot 12 on which horses are permitted.

8.

No commercial boats such as work boats, barges or commercial shrimp trawlers are permitted to be docked, except as required for construction improvement or maintenance. Charter boats are permitted on all lots listed herein.

9.

No business, commercial, or service occupations and/or activities will be on any lots except on lots used by Best Boat & RV Park, LLC. Lots are not to be used as public campgrounds. A maximum of two campers are allowed on one lot at any time. Campers being defined as an RV, fifth wheel, travel trailer camper and other similar lodging units. All said Campers must be in compliance with all governmental laws and ordinances.

Dwelling rentals are permitted, if in compliance with all laws and ordinances.

10.

No building, fence, wall, improvement or structure of any kind shall be erected on the property or on the adjacent waterway nor shall any exterior addition or alteration be made on existing structure until approval by Best Boat & RV Park, LLC and all permits required by governmental agencies are obtained.

11.

Best Boat & RV, LLC shall review all building and/or site plans to determine if they are aesthetically compatible with the campsite community. Best Boat & RV, LLC shall have no responsibility with regard to engineering or architectural design of any property improvements.

12.

Two (2) sets of plans including plat must be submitted for approval by Best Boat & RV, LLC mailed to BB & RV Park, LLC 106 Lansdown, Houma, LA 70360. One (1) set will be signed and returned to the owner and the other set will be retained by BB & RV Park, LLC.

13.

BB & RV Park, LLC shall approve or disapprove design and location within thirty (30) days after plans are received, and failure to indicate the action within thirty (30) days shall "prima facie" be approval thereof.

14.

Best Boat & RV Park, LLC shall have the right but not the obligation, to cut the grass on any lot whenever it deems necessary (but not more than once a month), and the owner thereof shall be assessed a charge of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per lot, per cut, which charge shall constitute a lien on the property. Owner agrees to pay all legal fees in enforcing and collecting such assessment as well as recording fees of the Notice of Lien, if required.

15.

A vote of two-thirds of the lot owners may effect changes in these restrictions with one (1) vote afforded each lot. As long as Best Boat & RV Park, LLC owns one (1) or more lots, changes shall only be made with concurrence of Best Boat & RV Park, LLC.

16.

Best Boat & RV Park, LLC, its successors, or assigns, or the owners of any lot is hereby granted the right to enforce these provisions through injunction or damages, or any remedy permitted by law. If a suit is brought by foregoing persons to enforce these restrictions, the prevailing party shall be entitled, in addition to any and all other damage, to seek recovery of all costs including reasonable attorney's fees.

17.

If any word, phrase, clause, sentence, or paragraph of any of these restrictions is declared invalid or unenforceable for any reason, this action shall not affect the validity and enforceability of the remainder of these restrictions, which shall continue to affect the property upon which these restrictions are imposed.

18.

These restrictions shall be deemed to be covenants running with the land, and as such are imposed upon the land irrespective of any sales or other transfers of ownership.

IN FAITH WHEREOF, the parties, witnesses and I said Notary, have signed these presents in my office in the City of Houma, Parish of Terrebonne, State of Louisiana on the day and date first above written after a due reading of the whole.

WITNESSES:

Lindsay Fountain
Lindsay Fountain
Erika Bourgeois
Erika Bourgeois

BEST BOAT & RV PARK, LLC

BY: Kevin Faulk
Kevin Faulk