

350 / per month

**ACT OF RESTRICTIONS
OF
THE HOMESTEAD AT OLD JEFFERSON**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 23rd day of September, 2003, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

HOMESTEAD, L.L.C., a Louisiana Limited Liability Company with Articles of Organization on file with the Secretary of State of the State of Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, duly authorized by virtue of a Resolution of the Board of Directors on file and of record in the official records of the Parish of East Baton Rouge, State of Louisiana, whose Federal Identification Number is 71-0876847, herein represented by its Managing Members, Hartley Development, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the State of Louisiana, herein represented by its President, Richard T. Hartley, and Vey Development, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the State of Louisiana, herein represented by its President, David R. Vey, (hereinafter collectively referred to as "Appearers"),

who did depose and say that:

Homestead, L.L.C. is the owner, subdivider and developer of the real property hereinafter described, and, by this act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to insure the best use and most

appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases of building sites therein.

2. THE PROPERTY

2.1 The real property now owned by Appearers and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lots 1 thru 46, and common areas, if any, private fence and landscape servitudes, if any, as shown on the Final Plat of The Homestead at Old Jefferson, prepared by Ferris Engineering and Surveying, L.L.C, recorded Sept. 22, 2003, at Original 637, Bundle 11528, in the official records of the Parish of East Baton Rouge, State of Louisiana.

2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created The Homestead at Old Jefferson Council (hereinafter referred to as the "Council"), to be composed of up to three individuals. Except for the members appointed by the subdividers, two of the members must be owners of lots in The Homestead at Old Jefferson. The members of the Council shall be appointed by the subdividers, shall serve for one (1) year, and their successors shall be appointed by the subdividers until such time as the subdividers shall release this right to owners in the subdivision. The Council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Richard T. Hartley
8064 Summa Avenue
Suite A
Baton Rouge, Louisiana 70809

and

David R. Vey
11822 Justice Avenue
Suite B-6
Baton Rouge, Louisiana 70816

3.2 No residence, building fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Council and a copy thereof as finally approved lodged permanently with the Council.

3.3 One (1) complete set of plans, including plot plan and drainage plan, must be submitted for Council approval with the submitted set of plans to be retained by the Council.

3.4 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage or carport for not more than three (3) cars, and other accessories incidental to residential use of said lots, such as swimming pools, pool houses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except fully enclosed garages constructed on corner lots, and Lots 20, 22, 23, 24, 25, and 29.

If any part of a garage is located on the front one-half (½) of the respective lot, it must have an approved garage door(s) and doors operated by remote control.

Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door operated by remote control. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Council, evidenced by majority vote thereof. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Council reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase, the Council shall approve automatically such location for a residence.

3.5 On Lots 20, 22, 23, 24, 25, and 29, two (2) car garages only are permitted with some variances depending on location in relation to the house. A garage may have its entrance facing the street, provided it shall have separate doors for each of the two (2) entrances, with doors separated by a minimum of three (3) feet and operated separately by remote control. In this case, the garage shall be designed to present a "carriage house" appearance. Doors must face perpendicular (except on Lot 29) to the street with drive and front door "courtyard" receiving special attention in the form of landscaping, walls, and/or fencing to soften the look of a "front yard filled with garage with a house behind it".

3.6 In the event the Council fails to approve or disapprove within forty-five (45) days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Council; however, all other provisions shall continue to apply.

3.7 No residence shall be erected on any lot in The Homestead at Old Jefferson containing, exclusive of porches, breezeways, garages and carports, less than two thousand four hundred (2,400) square feet except on Lots 20, 21, 22, 23, 24, 25, 26, and 29, which shall be permitted to contain not less than two thousand one hundred (2,100) square feet of living area, exclusive of porches, breezeways, garages and carports.

3.8 Unless approved in advance by the Council (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than five feet (5') to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

3.9 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, or aluminum/vinyl siding, and not more than forty percent (40%) of the exterior, at the discretion of the council, may be wood or a similar building material. All painted exteriors must have at least two (2) applied coats.

3.10 The minimum roof pitch shall be 7/12, unless otherwise approved by the Council. All roofing shingles must be Architectural Style, such as Prestique II Brand or the equivalent.

3.11 All residences shall be constructed with at least eighty percent (80%) of the ceilings on the ground floor not less than nine feet (9') high.

3.12 Fireplace flues and chimneys shall be enclosed and covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps. Galvanized metal caps are not allowed.

3.13 All windows facing any street must be constructed of wood or vinyl clad wood.

3.14 No fence shall be erected on said lot beyond the front building setback line of that lot. All fencing material must be wood, brick, stucco or wrought iron PVC, unless otherwise approved by the Council. Any fence erected parallel to an existing pond shall be located no closer than fifteen feet (15') from the water's edge, unless approved in advance by the Council.

3.15 No garage apartment shall be built on any of said lots.

3.16 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of The Homestead at Old Jefferson.

3.17 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

3.18 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above; provided, however, that any lot or lots may be subdivided or replatted with written consent of the Developer or Council.

3.19 This subdivision will be served by underground utilities only.

3.20 The owner shall not paint or decorate any portion of the exterior of any buildings or improvements without first obtaining written consent of the Council.

3.21 No outside lines, outside television antennas, satellite dishes larger than twenty-four inches (24") in diameter, above ground improvements, or hanging devices shall be allowed without the written consent of the Council, evidenced by a majority vote thereof. No satellite dishes shall be installed on any fence or in a manner that it can be seen from any street.

3.22 Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Council, and any standard adopted respecting any restrictions in this regard shall be final.

3.23 Landscaping shall be installed within thirty (30) days of completion of residence. The front yard must be completely sodded with centipede or equal, in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and legal fees. All landscaping plans must be submitted to the Council at least seven (7) days in advance of installation for approval.

3.24 All mailboxes must be of the same design, material and paint color as approved by the Council. Specifications, prices and place of purchase will be provided by the Council before installation.

3.25 The Developer reserves the right to amend this Act of Restrictions one or more times, to add additional lots and additional filings to The Homestead at Old Jefferson and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions to add additional lots, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in The Homestead at Old Jefferson and shall be fully enforceable by each lot owner in the subdivision.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 All homes in The Homestead at Old Jefferson shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep, and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4 above.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects.

4.4 The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, recreational vehicle (RV) or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if kept completely from view of the street, and only if it can be housed completely within the existing carport or garage which has been approved by the Council and, only if the location on the lot has been approved by the Council in advance.

4.5 No sign of any kind, except standard real estate signs, shall be displayed to the public view on or from any building site without the prior consent of the Council or its agents.

4.6 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 Nothing shall be altered or constructed in or removed from the landscape areas as shown on the final plat area, except upon the written consent of the Council.

4.8 There shall be no storage or obstructions placed or parking on any landscape area without the prior written consent of the Council.

4.9 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification and enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.10 Each individual lot owner shall be responsible for the maintenance of all landscaping on his or her lot and for maintaining the lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot (s) mowed at all times and free from rubbish, trash, debris, and noxious weeds, in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

4.11 The owners of lots encompassing any part of a pond or having frontage on any pond as shown on the Final Plat shall be responsible for property landscaping and maintaining such portion of the pond(s) and such frontage, including, without limitation, planting grass sod on the banks, mowing and keeping the banks free from weeds and the control of erosion. In default, the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys' fees.

5. **LANDSCAPE, PRIVATE FENCE SERVITUDE AND COMMON AREAS**

5.1 The landscape, private fence servitude and common areas, if any, shown on the final plat of The Homestead at Old Jefferson are dedicated to the common use of the enjoyment of the lot owners of The Homestead at Old Jefferson, and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of East Baton Rouge Parish, but shall be the responsibility of the lot owners of The Homestead at Old Jefferson in the proportion of one (1) lot to total number of lots. These landscape areas are not dedicated for use by the general public. The costs of all lighting, except street lights installed by the utility company, are to be borne by the lot owners and not the City-Parish Government.

6. **COVENANTS FOR MAINTENANCE ASSESSMENTS**

6.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings, if necessary) from each lot owner in The Homestead at Old Jefferson an annual assessment in an amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscape areas, gardening, and any other services generally undertaken or furnished by private associations of property owners. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within thirty (30) days from the date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge Louisiana and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for such purposes as will, in the opinion of the majority of the residents of The Homestead at Old Jefferson, benefit the residents and property owners in The Homestead at Old Jefferson; provided, however, that such assessment shall when filed rank only from the date of recordation. Annual assessments may be increased with agreement of a majority of the residents.

6.2 All cash amounts or cash sums due pursuant to the terms of this agreement or any assessments that have been levied shall bear interest at the rate of twelve percent (12%) per annum from date due until paid. Any party who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the other party.

6.3 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners, be transferred to a corporation formed for that and any other purposes.

7. **MISCELLANEOUS PROVISIONS**

7.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish, shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or for the Developer or the Council, to prosecute any proceedings at law 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 or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in The Homestead at Old Jefferson shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief or such other relief as may be available.

Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3 Invalidation of any one of these restrictions, or a part thereof, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained and all other provisions shall remain in full force and effect.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

Linda Mason

HOMESTEAD, L.L.C.
THE HOMESTEAD AT OLD JEFFERSON

BY: Richard T. Hartley
HARTLEY DEVELOPMENT, INC.
RICHARD T. HARTLEY, PRESIDENT

262-6488

Betty Roberts

BY: [Signature]
VEY DEVELOPMENT, INC. FULID
DAVID R. VEY, PRESIDENT
CLERK OF COURT & RECORDER

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Suzi L. Ferrell
NOTARY PUBLIC, #58378
BY: Danielle Ferrell
DEPUTY CLERK & RECORDER