

PROPOSED REVISIONS TO RESTRICTIONS FOR:

BLUFF OAKS SUBDIVISIONS

FIRST FILINGS

LOTS 1 THROUGH 39

AND

BLUFF OAKS SUBDIVISION

SECOND AND THIRD FILINGS

LOTS 40 THROUGH 68

FEBRUARY 12, 2025

The purpose of the proposed revisions to these documents is threefold: to combine the two documents as one unified set of restrictions for the entirety of the neighborhood, to correct existing errors and discrepancies between the documents, and finally to help establish a more feasible way of enforcing the restrictions without resorting to costly litigation.

Notes:

Words in red are to being added into the document.

**FIRST AMENDED AND RESTATED ACT OF RESTRICTIONS OF
BLUFF OAKS SUBDIVISION
FIRST, SECOND AND THIRD FILINGS
LOTS 1 THROUGH 68**

**STATE OF LOUISIANA
PARISH OF ASCENSION**

Before me, the undersigned authority, a Notary Public in and for the Parish of Ascension, State of Louisiana, duly commissioned, qualified in and for said Parish and State, personally came and appeared:

**BLUFF OAKS HOMEOWNERS ASSOCIATION, INC., a
non-profit corporation organized under the laws of the State of
Louisiana, domiciled in the Parish of Ascension, State of
Louisiana, represented by Milton Morel, its President, duly
authorized (hereinafter referred to as “Appearer”).**

***Removed original land owner and added above language**

Appearer, acting pursuant to the approval of the undersigned lot owners representing more than seventy-five percent (75%) of the lots located in the Bluff Oaks Subdivision, First Filing and Bluff Oaks Subdivision, Second and Third Filings (collectively the “Bluff Oaks Subdivision”), hereby states:

Whereas, the 68 lots in were sold and conveyed by the developer subject to the servitudes, restrictions, reservations, covenants and conditions set forth in the Act of Restrictions of Bluff Oaks Subdivision, First Filing recorded in the Ascension Parish records at Conveyance Book 621, Page 724 and the Acts of Restrictions of Bluff Oak Subdivision, Second and Third Filings recorded in the Ascension Parish Records at Conveyance Book ____, Page ____ (collectively, the “Restrictions”);

Whereas, the Restrictions recognize the Bluff Oaks Homeowners Association, Inc., a non-profit corporation organized and operated exclusively for the maintenance, preservation, general welfare, safety, security, and development of the Bluff Oaks Subdivision, as the entity responsible for enforcing the Restrictions;

Whereas, the Bluff Oaks Homeowners Association, Inc. and the lot owners wish to streamline the Restrictions for the First, Second, and Third filings of the Bluff Oaks Subdivision and provide a mechanism for enforcing the Restrictions;

Whereas, the Louisiana Homeowners Association Act, La. R.S. 9:1141.1 *et seq.*, permit the owners of the lots located in the Bluff Oaks Subdivision to amend the Restrictions;

Whereas, copies of the First Amended and Restated Act of Restrictions of Bluff Oaks Subdivision were delivered to all lot owners;

Wherefore, the Restrictions for Bluff Oaks Subdivision, First Filing and Bluff Oaks Subdivision, Second and Third Filings are hereby integrated, amended and restated as follows:

1. PURPOSE

1.1 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, servitude’s

conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site as will appreciate 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 improvements of the property and thereby enhance the values of investments made by purchasers of building sites therein.

2. THE PROPERTY

2.1 The real property referred to herein is described as follows, and is subject to the covenants; conditions and restrictions set out herein. Lots 1-68 and common areas, if any, private fence servitudes, or landscape areas as shown on the Final Plat of Bluff Oaks Subdivision, First Filing, prepared by Ferris Engineering & Surveying, Inc. recorded June 24, 1999 in COB 619, Entry No 440638 and Second and Third Filing, prepared by Ferris Engineering & Surveying, Inc. recorded in COB , Entry No. In the official records of the Ascension, State of Louisiana.

2.2 The properties and all other portions thereof hereinafter described shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitude's 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 The right to enforce these Restrictions is vested in the Bluff Oaks Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana and operated for exclusively for the maintenance, preservation, general welfare, safety, security, and development of the Bluff Oaks Subdivision (the "HOA"). Each lot owner shall be a member of the Bluff Oaks Subdivision Association, Inc. and shall be a voting member if dues are current as of May 31 of each year.

3.2 The Bluff Oaks Subdivision Homeowner's Association, Inc., hereinafter referred to as "the HOA", is to be comprised members who are the owners of the lots located in Bluff Oaks Subdivision. The members of the HOA, who are current on all HOA dues, shall elect members of the Bluff Oaks Subdivision Board, by annual election, according to the Articles of Incorporation and the Bylaws which are adopted by the voting members of the HOA. The elected members of the Board shall serve as officers of the HOA and shall have the authority to increase the number of members of the Bluff Oaks Subdivision Board as it deems necessary to adequately conduct the business of the HOA. The Board, and its committees, shall serve without pay.

3.3 There shall be a committee designated as the Architectural Control Committee, hereinafter referred to as "the ACC", which shall consist of a Committee chairperson and at least 2, but not greater than 4, additional committee members. The ACC shall be responsible for checking and approving all building plans for new construction and renovations and ensuring compliance with all restrictions as set forth herein. The ACC, with the final approval of the Board President, shall have the sole discretion to approve any waivers from the imposition of

these restrictions on a particular lot due to legitimate limitations of the particular lot, and shall be in furtherance of the general purposes set forth in section 1.1 herein.

In the event that the ACC does not have an odd number of members for voting purposes, the Board **Vice-President** shall serve as the tiebreaker for any controversy regarding the enforcement of the restrictions herein.

3.4 The decision of the ACC, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be appealable directly to the Board, by delivering to the Board President, in writing (proof of delivery date required) and within 30 days of being provided an initial decision, a Request for Reconsideration and the reasons supporting the request. The Board, along with the Chairperson of the ACC, shall then have thirty days from receipt of the written Request for Consideration to provide a final, non-appealable decision.

3.5 Two (2) sets of building plans, including plot plans, for any new construction or renovation, must be submitted to the ACC for approval. One (1) set shall be signed and returned to the owner, and the other will be retained by the ACC. Digital/Electronic drawings shall be permissible if all plan specifications are included and may be accepted in lieu of building plans for renovations only. The fee for review of building plans and digital drawings shall be \$100.00 and must be submitted with the building plans or digital/electronic drawings. The ACC shall respond within forty-five 45 days of receipt for all renovation submissions and within 60 days of receipt for all newly constructed home submissions, exclusive of weekends and holidays. In the event that approval is not provided within the allotted time periods, approval shall not be required prior to commencement of construction but all provisions within these restrictions shall still apply.

3.6 All contractors and/or subcontractors shall be licensed, bonded, insured and in good standing with the Louisiana Board of Contractors, proof of which shall be required prior to commencement of any construction. The ACC shall have the discretion to reject any contractor and/or subcontractor who does not meet the above criteria.

3.7 Upon approval of plans to build, contractor will pay \$1000 as a contractor fee to the ACC. Upon completion of construction, said \$1000 will be returned to the contractor unless the ACC has reason to withhold all or any part thereof for infractions that occur during construction such as leaving trash on the lot or on adjoining lots, leaving mud in the street that has to be cleaned up, etc. (List to be provided to the Contractor).

3.8 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 by the ACC and the copy thereof has finally approved and lodged permanently with the ACC.

3.9 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 1/2) stories in height, a private garage for not more than four (4) cars, and other incidental structures or fixtures to the residential use of said lots, such as swimming pools, boathouses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot and must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with an approved garage door. **Incidental fixtures** or any other detached structure may be constructed only with the prior written approval of the ACC. In order to assure that the 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 the other houses, large trees, common facilities and similar consideration, the ACC 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 purchase, the ACC shall approve automatically such location for a residence.

3.10 Window air conditioning or heating units of any kind shall not be allowed in any area of the home except during natural disasters such as hurricanes where the power may be off and except in cases where a window unit is necessary while air conditioning/heating repairs are in progress. Any window unit installed for the reasons listed above, shall be immediately removed once the power has been restored and/or any necessary repairs have been made.

3.11 In the event that a home has been leveled or destroyed due to fire or an Act of God, the new construction shall require approval in the same manner as if building on a new lot where a home did not previously exist.

3.12 No residence shall be erected on any lot in Bluff Oaks Subdivision containing, exclusive of porches, breezeways, garages and carports, less than Two Thousand Four Hundred (2,400) square feet of climatized living area. The ACC, as its discretion, and on an individual basis, will consider a change in size requirements due to lot geometry, topography, tree locations, or other architectural considerations.

3.13 Unless approved in advance by the ACC (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 eight (8) feet 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. No building structure shall be erected closer than ten (10) feet from an electrical transformer.

3.14 The exterior of all homes shall consist of old brick or new "old" brick with a sack finish, as approved by the ACC, and/or stucco/plaster. Siding, as approved by the ACC, can comprise the remaining 20% of the exterior. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick or stone or synthetic types of stucco/plaster. Any aluminum/vinyl siding used for any purpose must be approved by the ACC. All painted exteriors must have at least two (2) coats.

3.15 The minimum roof pitch shall be 7/12 unless otherwise approved by the ACC. All roofing shingles must be Architectural Style, such as Prestique Brand or equivalent. Quality standing seam metal roofing may be considered by the ACC on an individualized basis for certain architectural styles. Slate and tile roofs will also be acceptable. Any other type of roof must be approved by the ACC. No steel or aluminum roofs, including roofs for detached structures, shall be allowed unless approved by the ACC.

3.16 All residences shall be constructed with at least eighty (80%) percent of the ceiling on the ground floor not less than nine (9') feet high, unless otherwise approved by the ACC.

3.17 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence (plaster and drivett acceptable). All fireplaces shall have chimney caps unless approved by the ACC. Galvanized metal caps are not allowed.

3.18 All windows facing any street must be wood, wood with quality vinyl, metal clad or quality vinyl windows that are deemed acceptable and approved by the ACC. All windows must be in keeping with the quality standards of the Bluff Oaks Subdivision as determined solely by the ACC. In the event that a partial replacement is needed, the replacement window(s) shall be made in such a way that the look is the same as the remaining window (s). The replacement is not required to be made from the same material as the existing windows.

3.19 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, unless otherwise approved by

the ACC. All fences must be kept in good condition and shall not have missing or damaged boards nor metal or brick that are in disrepair.

3.20 No garage apartment shall be built on any lot.

3.21 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Bluff Oaks Subdivision.

3.22 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.

3.23 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 re-platted with the written consent of the Subdivider or ACC.

3.24 This subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by the subdivider. Electric service from the electric distribution system to each residence shall be underground.

3.25 Complete sodding of the front yard, and side yards of corner lots, from the front elevation of the home to the curb of the street, shall be required within thirty (30) days of substantial completion of the residence. Certified centipede, St. Augustine (if approved based on the lot and any spreading issues), Bermuda, or Zoysia shall be approved types of sodding. Except for corner lots, side and rear yards may be sprigged or seeded.

3.26 Corner lots are considered to have two front yards; therefore, two-thirds of the required plant materials (trees, shrubs, and sod) are to be planted in this area. One-third of the required plants are to be planted in the rear yard.

3.27 No air-conditioning compressors, stand-by generators, utility boxes, gas/electrical meters, pool equipment, or other like improvements may be placed in the front of any home. Details of any installations of the above equipment shall be submitted with the landscaping plan to the ACC for approval of the placement. If the homeowner desires to use landscaping to screen air-conditioning compressors, generators, utility boxes, gas meters, water meters, pool equipment, or other like improvements, plant materials must be at least as high as units being screened, preferably a four (4') foot minimum. Evergreen plants shall be used and must be of a type that does not "die back or meltdown" in freezing temperatures. In the event that the homeowner desires to use fencing for screening purposes, said fencing shall be as high as the units being screened. All screening must be erected in the safest possible manner and in such a way to avoid any risk or damage to people and the property. Failed or dead plants used for screening must be replaced within a reasonable time as seasonal planting conditions allow.

3.28 Gazebos and pigeonaires should relate architecturally to the design of the home in both form and material. Details and location of gazebos must be submitted for approval with the landscape plan and must be approved by the ACC.

3.29 The owner shall not paint or decorate any portion of the exterior of any building or improvements without first obtaining written consent of the ACC.

3.30 No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the ACC. Only satellite dishes of eighteen (18") or less are acceptable and must be erected completely out of street view.

3.31 Outside lighting, outside music or sound producing devices, and any other mechanical devices that have the ability to affect your direct neighbors shall be subject to the approval of the ACC.

3.32 Landscaping shall be installed within ninety (90) days of completion of residence or improvements to the residence. The front yard must be completely sodded, in default of which

the ACC 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 ACC at least seven (7) days in advance for approval, exclusive of weekends and holidays.

a. All lots which have electric or other utility transformers or pedestals must screen them from view along the roadway. The homeowner on each side of the transformer or pedestal shall plant evergreen shrubs in a semi-circle adjacent to the transformer or pedestals, leaving adequate access to the servitude. The evergreen shrubs shall be of a height and size to completely screen the view of the transformer or pedestal from the roadway.

b. If the homeowner goes above these minimum requirements, the plant material above the minimum requirements does not have to be the same size requirements as the required minimum standards as long as the additional plant material is located in such a manner that the overall appearance of the landscape looks in balance.

c. Each homeowner will be required to plant a minimum of two (2) shade trees in the front yard, with each tree being a minimum height of eight (8') feet. Existing trees may be allowed to fulfill this requirement if approved by the ACC. Homeowners must maintain all trees in such a way as to prevent a nuisance or encroachment on neighboring homes and yards. Failure to adequately maintain the trees may result in the neighboring property owner taking action allowable by and pursuant to Louisiana law.

3.33 Address numbers displayed on the front door of any residence shall be between 4-5 inches in height on any part of the door. Address numbers shall not be vinyl or any form of peel and stick numbers.

3.34 All mailboxes must be of the same design, material and paint color as pre-approved by the ACC. Specifications, prices, and place for purchase will be provided by the ACC before installation. The ACC has approved the "Horse and Carriage" style, number 617 mailbox by Bose Associates, Inc. It is hand cast aluminum and approved by the U.S. Postmaster General.

3.35 Cutting down or removal of any tree or trees larger than eight (8") inches in diameter from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the ACC. Placement of any object on any tree or trees is prohibited.

3.36 Driveways shall not be constructed nearer than one (1') foot from the side property line. A turning radius of not less than twenty-one (21') feet for entering the garage shall be required unless otherwise approved by the ACC. Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to fifteen (15') at the street curb. A thirty (30") inch brick apron will be required (No stamped concrete allowed) and will be the same on each driveway. No driveway shall be permitted adjacent to another except where the configuration of lots dictate it necessary and then it must be approved by the ACC. All driveways must be completed upon completion of the home. Walkways shall be constructed on each lot consisting of hard surface paths leading from the street or driveway to the front entrance of the home. Walkways shall be a minimum of 42" in width.

3.37 Lots shall be graded to direct drainage to the street, except for lots naturally sloping away from the street subject to the approval of the ACC. During and after construction, erosion shall be controlled by completely sodding exposed slopes. The use of exposed drainpipe or impervious swale lining is prohibited; however, catch basins and buried drainpipe may be used. Drainpipe must go under the sidewalk and terminate at curb with a catch basin and grate-adjacent to curb to allow water to spill over curb and into road.

3.38 Homes shall be required to have at least one functioning gas light on the front elevation of the home.

3.39 All exterior exposed posts and columns shall be a minimum of eight (8") inches in diameter.

3.40 Only one sign no larger than five (5') square foot will be allowed during construction and during the time that particular property is for sale. No "for sale" signs will be allowed on any lots to sell cars, boats, travel trailers, furniture, clothing, etc. Also, NO political /election signs allowed.

3.41 The HOA reserves the right to petition the lot owners to amend the Restrictions one or more times, to add additional lots and additional filings to Bluff Oaks Subdivision and to subject the additional lots to the building and use restrictions contained in these Restrictions and to amend the Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the HOA. Any amendment of the Restrictions shall be in writing and shall be effective when filed for registry in the official records of Ascension Parish, State of Louisiana. Upon the filing of an amendment to the 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 the Act shall be binding on each lot in Bluff Oaks Subdivision and shall be fully enforceable by each lot owner in the subdivision.

4. GENERAL COVENANTS, OBLIGATIONS, AND RESTRICTIONS

4.1 Homes in Bluff Oaks Subdivision 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, or assembly halls of fraternity houses. No residence shall be leased or otherwise rented or let out to a tenant for any period of time, unless prior approval is obtained from the ACC and HOA Board by a majority of the vote of the ACC and the Board. If any property is approved to be leased, the lessee shall be bound by the restrictions and bylaws herein and shall be made and incorporated into any rental agreement. No lease shall be allowed under any circumstance unless the lease is for the entirety of the property and will only be considered under exceptional circumstances such as a temporary job relocation, a temporary move to care for a family member or other like circumstances. Short term rentals are absolutely prohibited, including, but not limited to VRBO, AirBNB and any other similar concept.

4.2 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 or in a manner as to cause a nuisance. Any structure, pen, or cage used to house domestic animals must not be visible from the street. Breeding of any animal is prohibited.

4.3 No trailer, camper, RV, basement, shack, garage, barn, or other out-building shall any time be used as a residence, temporarily or permanently.

4.4 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. Debris, trash, and waste caused by any activity occurring on a lot or caused by a natural disaster or other Act of God shall be cleared within a reasonable period of time. 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.

4.5 The keeping of a mobile home, live in trailer of any kind, or similar appurtenance, either with or without wheels, on any parcel of property covered by these covenants is strictly prohibited. A motorboat, 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 housed completely within a structure which has been approved by the ACC or only if the location on the lot has been approved by the ACC in advance.

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

4.7 Nothing shall be altered or constructed in or removed from the **common** landscape areas except upon the written consent of the ACC.

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

4.9 No offensive, **inherently dangerous** 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.

4.10 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his 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 sue for reimbursement for such costs and reasonable attorney's fees. **If the landowner fails to reasonably maintain their yard, without just cause, for a period in excess of thirty (30) days, the homeowner will be notified of the violation and shall have ten (10) days to remedy the violation. Upon the homeowners' failure to remedy the violation, the HOA has the right to hire someone at a reasonable cost to provide basic maintenance of the yard and shall be entitled to reimbursement for the costs of said maintenance within (30) days of being placed on notice of the expense. Failure to reimburse the HOA shall result in the placement of a lien on the property.**

4.11 **Any** work **performed** to clear, grade, fill, or excavate in wetlands on any lots, as indicated on the Final Plat, will require written approval from the U.S. Army Corps of Engineers, New Orleans District. This wetland area serves as drainage way for the Bluff Oaks Subdivision as well as other upstream areas. The decisions to issue Department of the Army permits in this wetland area will be based upon many factors, especially those relating to flooding and flood control. Thereof, permits to clear, grade, fill, or excavate in this wetland area may not be issued.

4.12 **All automobiles, trucks and other licensed vehicles owned or used by any lot owner or their guests shall, to the extent possible, be parked in the garages(s), driveways or parking spaces constructed on the property of the lot owner. No vehicle shall be routinely parked on any street or in front of any lot for period in excess of forty eight (48) hours unless prior approval has been granted by the HOA. No automobiles, trucks or other licensed vehicles are allowed to be parked in the grassed areas of the cul-de-sacs or on Bluff Oaks common grounds at any time. No vehicle owned by a lot owner or their guests or contractors may be parked on the street for any period of time in a manner which impedes the access of emergency vehicles, mail or courier service, or school busses from accessing any part of Bluff Oaks Subdivision. Any illegally parked vehicle of any kind will be towed off the street or property at the expense of the owner of the vehicle.**

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 Bluff Oaks Subdivision are dedicated to the common use of the enjoyment of the lot owners of Bluff Oaks Subdivision, and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of Ascension Parish, but shall be the responsibility of the lot owners of Bluff Oaks Subdivision 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 streetlights installed by the utility company are to be borne of the lot owners.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The HOA has the specific right, **upon a majority vote of the members in good standing that are present at the annual meeting or by proxy vote**, in the manner prescribed in the **By Laws of the** HOA, to levy and collect (by legal proceedings if necessary) from each lot owner in Bluff Oaks Subdivision an annual assessment in an amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscape areas, maintenance of the

street signs, gardening and any other services generally undertaken or furnished by private associations of property owners

6.2 In addition to annual assessments used for the ordinary maintenance of the Bluff Oaks Subdivision outlined above, the ACC may levy assess, or charge against each lot in the Bluff Oaks Subdivision a Special Assessment only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of capital improvements owned by the HOA, including, without limitation, fixtures and moveable property related thereto, or for any other unanticipated cost incurred by the HOA, provided that any such assessment shall have the approval of a majority of the votes of lot owners voting in person or by valid proxy at a meeting duly called under the By-laws of the HOA for that purpose.

6.3 All cash amounts or cash sums due pursuant to the terms of these Restrictions or any assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum, or the maximum rate allowable by law, whichever is greater, from the date due until paid. Any lot owner who fails to comply with that said lot owner's obligations hereunder shall also be liable to pay the HOA's court costs and reasonable attorney's fees incurred in the collection of any delinquent assessments.

6.4 Any **special** assessment approved by a majority vote of the members in good standing and present at any meeting called for such purpose or by a proxy vote, shall be made in writing directed to the property owners, specifying what the special assessment will be specifically used for. Upon failure to pay the assessment within sixty (60) days from the date the notice is given may result in the overdue amount being added to the next year's HOA dues or a Statement of Lien and Privilege being filed with the Clerk and Recorder for the Parish of Ascension, State of Louisiana and will at as an encumbrance ranking from the date of recordation upon the property in accordance with La. R.S. 9:1141,1 et seq and La. R.S. 9:1145.

7. RULES AND REGULATIONS

7.1 The HOA may, in the manner prescribed by this Section, adopt amend, repeal, and enforce rules and regulations ("Rules and Regulations") as may be deemed necessary or desirable in the enforcement of these Restrictions, the operation of the HOA, the preservation of any common areas, and the furtherance of the objectives set forth in Section 1.1. of the Restrictions. Any such Rules and Regulations shall be reasonable and uniformly applied to all lot owners. Rules and Regulations shall be binding upon all lot owners and it shall be the duty of each lot owner to ensure the compliance of the Rules and Regulations by their contractors, invitees, and/or guests.

7.2 Rules and Regulations may be adopted by a majority vote of the lot owners present, or present by proxy vote, properly granted in writing, at a valid meeting called for any purpose under the By-laws of the HOA. Notice of the adoption, amendment or repeal of any Rule and Regulation shall be provided to all lot owners in a manner deemed convenient by the ACC. Any adoption, amendment, or repeal of any Rule or Regulation shall be effective thirty (30) days from the date of adoption of the Rule or Regulation.

7.3 The ACC shall compile and maintain a Fee Schedule of any and all applicable fines or levies associated with the enforcement of the Rule and Regulations. This Fee Schedule shall be illustrative of a typical violation, and the ACC may reasonably deviate from the Fee Schedule in the event of a willful, persistent, or egregious violation of these Restrictions or the Rules and Regulations. Fees may be assessed on a frequency and basis as deemed necessary by the ACC to adequately enforce the Restrictions and Rules and Regulations. The Fee Schedule shall be adopted, amended, or modified only with the approval of a simple majority of the lot owners present at a valid meeting called for any purpose under the By-laws of the HOA.

7.2 Once a fine or levy has been assessed on any lot owner for a violation of the Restrictions or Rules and Regulations, any sums owed shall be payable within thirty days. Any delinquent fine or levy shall be treated as a delinquent assessment subject to the terms of Section 6 of the Restrictions.

7.3 A written copy of all currently effective Rules and Regulations and Fee Schedule shall be made available to any lot owner upon request within a reasonable time. A written copy of the Rules and Regulations and Fee Schedule shall be circulated to all lot owners at least once annually within thirty (30) days of the annual meeting of the HOA.

8. ENFORCEMENT

8.1 The HOA shall have the power to enforce the provisions of the Restrictions and the Rules and Regulations in any manner allowed by law and shall take such action as the ACC deems necessary or desirable maintain compliance by each lot owner of the Bluff Oaks Subdivision. Without limiting the generality of the foregoing or any other provision of these Restrictions, the HOA shall have the power to enforce the provisions of the Restrictions and the Rules and Regulations by any one or more of the following means:

- a. by assessing any applicable fines and levies as provided for in the HOA's Fee Schedule as set forth in Sections 6 and 7 of the Restrictions with the Clerk and Recorder for the Parish of Ascension, Louisiana;
- b. by the recordation of a Statement of Claim and Privilege in the for any delinquent assessment, fine, or levy;
- c. by commencing and maintaining legal action to in any court of competent jurisdiction to enjoin any breach or threatened breach of the provisions of the Restrictions or Rules and Regulations;
- d. by commencing and maintaining legal action in any court of competent jurisdiction to recover damages for any breach of any of the provisions;
- e. by suspending the voting rights of any lot owner until any ongoing violation is remedied or until any delinquent assessments, fines, or levies are paid in full; or
- f. by the HOA taking action to correct or abate the violation and the charge any expenses incurred by the HOA in exercising such remedy.

8.2 Any lot owner in violation of the Restrictions or Rules and Regulations shall be liable to the HOA for interest on any delinquent sums owed at a rate of twelve (12%) percent per annum, or the maximum rate allowable by law, whichever is greater, from the date the assessment became delinquent until paid, plus any court costs and attorney's fees incurred by the HOA in the enforcement of the Restrictions or Rules and Regulations. For the purposes of enforcing the Restrictions and Rules and Regulations, each day a violation continues shall be deemed a separate violation.

8.3 Before the HOA may invoke the remedies provided above, it shall give written notice of the violation to the lot owner and afford the lot owner a reasonable amount of time, within the ACC's discretion, to remedy the violation. Within fifteen (15) days from the date of actual receipt of such notice, a lot owner may appeal the violation to the ACC. Such appeals shall be held at a place, time, and in a manner deemed reasonable by the ACC. If, after such an appeal is heard, a violation is confirmed to exist, the HOA's right to proceed with the remedies articulated above and elsewhere in these Restrictions shall become absolute.

8.4 The failure of the HOA to take any action upon any breach or default with respect to any violation of the Restrictions or Rules and Regulations shall not be deemed a waiver of its right to take enforcement action thereafter or upon a subsequent breach or default.

8.5 Each homeowner shall be responsible for designating to the HOA their preferred and most efficient method of communication of all notices from the HOA or the ACC.

9. MISCELLANEOUS PROVISIONS

9.1 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these restrictions may be amended in whole or at any time by an instrument signed by the owners of seventy-five (75%) percent of the lots of the Bluff Oaks Subdivision.

9.2 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 Subdivider or the ACC, 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 Bluff Oaks Subdivision 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 these 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.

9.3 In the event of knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or the owner of the lot on which the violation occurs of written notice of violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgement or otherwise shall be entitled to recover from the violator or lot owner reasonable attorney fees to be fixed and awarded by the Court.

9.4 Invalidation of any one of these restrictions, or part thereof, by judgment or Court Order, or as herein provided shall not in any way affect any other provision herein contained, which other provisions shall remain in full force and effect.

THUS DONE AND SIGNED, in Prairieville, Louisiana by said appearers in the presence of the undersigned competent witnesses and me, Notary on the _____ day of _____, 2025.

HOA BOARD PRESIDENT
BLUFF OAKS SUBDIVISION

Witnesses: _____

Witnesses: _____

NOTARY PUBLIC

