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ACT OF RESTRICTIONS DY. CLERK
DY. CLERK AND RECORDER OF
BLUFF OAKS SUBDIVISION

**SECOND AND THIRD FILINGS
LOTS 40 THROUGH 68**

**STATE OF LOUISIANA
PARISH OF ASCENSION**

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

GEORGE W. ROBINSON, JR. REAL ESTATE, L.L.C.

A limited liability company, duly organized under the laws of the State of Louisiana appearing herein through its duly authorized Manager, George W. Robinson, Jr. (Hereinafter referred to as "Subdivider")

who declared that:

It 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 servitude's 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, 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 improvement 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 now owned by Subdivider and referred to herein is described as follows, and is subject to the covenants; conditions and restrictions set out herein. Lots 40 thru 68 and common areas, if any, private fence servitude's, or landscape areas as shown on the Final Plat of Bluff Oaks Subdivision, Second and Third Filing, prepared by Ferris Engineering & Surveying, Inc. recorded in COB , Entry No. In the official records of the Parish of 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.

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3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created Bluff Oaks Subdivision Council (the "Council"), to be composed of three (3) individuals. The members of the Council shall be appointed by the subdividers until such time as the subdividers shall release this right to lot owners in the subdivision. This shall not occur until at least 80% of the lots in the first and second filing have been sold. The members of the Council may, at any time, at their option, assign the rights to enforce these restrictions, as well as the selection of future Council members to a non-profit corporation organized under the laws of the State of Louisiana, to consist of owners of the lots of Bluff Oaks Subdivision, as members, by execution of an act, in authentic form, to transfer and assign such rights to a non-profit corporation. After the assignment of such rights, the members of the non-profit corporation shall elect members of the Bluff Oaks Subdivision Council, by annual election, according to the Articles of Incorporation and by laws adopted by such non-profit corporation. (Each lot owner shall be a member of the non-profit corporation). The non-profit corporation may increase the number of members of said Council shall consist of a minimum of three (3) members. 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 Council shall have the sole right to approve any waivers from the imposition of these restrictions on any lot of Bluff Oaks Subdivision, however, any waivers granted by the Council shall only be granted to avoid a hardship that may be created by the imposition of these restrictions on a particular lot due to certain limitations and shall be in furtherance of the general purposes set forth in Section 1.1 herein above. The Bluff Oaks Subdivision Homeowners Association, Inc. shall have the right to enforce these restrictions. The first members of the Council are:

GEORGE W. ROBINSON, JR.

DEE ROBINSON

WILLIAM L. BOWMAN

3.2 Two (2) sets of plans, including plot plan, must be submitted for Council approval. One (1) set will be signed and returned to the owner, and the other will be retained by the Council. The Fee for Review of Plans is \$100.00 and must be submitted with plans. AutoCAD drawings, version 12 on 3.5" disks may be supplemental for the two plan sets.

3.3 Council has the right to approve or disapprove contractors and/or sub-contractors that will be allowed to build in Bluff Oaks.

3.4 Upon approval of plans to build, contractor will pay a \$1,000.00 contractor fee to Council. Upon completion of home, said \$1,000.00 will be returned to contractor unless Council has reason to withhold all or any part thereof for infractions occurred during construction that contractor failed to comply with i.e. trash on lot or adjoining lots, mud in the street, etc. (List to be supplied to contractor).

3.5 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 Council and a copy thereof as finally approved lodged permanently with the Council.

3.6 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 accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. Private garages shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of a garage is located on the front one-half respective lot, it must have an approved garage door. Houses

constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servants quarters or any other detached structure may be constructed only with the prior written approval of the Council. 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 purchase, the Council shall approve automatically such location for a residence.

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

3.8 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 Council, at 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.

3.9 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 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 feet from an electrical transformer.

3.10 The exterior of all homes shall consist of old brick or new "old" brick with a sack finish, as approved by the Council, and/or stucco/plaster. Siding, as approved by the Council, 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 purposes must be approved by the Council. All painted exteriors must have at least two (2) coats.

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

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

3.13 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 Council. Galvanized metal caps are not allowed.

3.14 All windows facing any street must be wood or wood with vinyl or metal clad as approved by the Council.

3.15 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 Council.

3.16 No garage apartment shall be built on any lot.

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

3.18 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.

3.19 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 Council.

3.20 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.

3.21 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 is required. Except for corner lots, side and rear yards may be sprigged or seeded.

3.22 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.

3.23 All air-conditioning compressors, utility boxes, gas / electrical meters and pool equipment must be visually screened from the street and sideyard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Council for approval. If landscaping is used to screen air conditioning compressors, utility boxes, gas meters, water meters and / or swimming pool equipment, plant materials must be at least as high as units being screened, four (4') foot minimum. Evergreen plants shall be used for screening purposes and must be of a type that does not "die back or meltdown" in freezing temperatures. All air-conditioning units and pool equipment must be screened from the street and sideyard view, prior to home occupancy.

3.24 Gazebos and pigeoniers 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 Council.

3.25 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.

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

3.27 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.

3.28 Landscaping shall be installed within thirty (30) days of completion of residence. The front yard must be completely sodded with centipede, 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 for approval.

Revised Dec 2 19 2001, 2002

- a. All lots which have electric or other utility transformers or pedestals must screen them from view along the roadway. Each homeowner shall plant three (3) Azaleas, variety "Lavender Formosa" in a semi-circle adjacent to pedestals. Once both lots are built upon, this will completely screen view of transformers from 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 sizes of 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. Each tree being a minimum height of eight (8') feet. Existing trees may be allowed to fulfil this requirement if approved by the Council.
- d. Due to size, shape, and configuration of home, the Council may require additional landscaping if the minimum requirements do not complete the appearance of the landscape from the roadway or lake view.

3.29 Address Number/Mailboxes – Address numbers shall be displayed on the front door. Address numbers shall be 4 inches on any part of the door once the home is completed and occupied. The Council has pre-selected a style of mailbox and requires property owners to select this style for their residences. Mailboxes shall be placed near the sidewalk or driveway close to the center of the lot.

3.30 All mailboxes must be of the same design, material and paint color as approved by the Council. Specifications, prices, and place for purchase will be provided by the Council before installation. The Council has approved the mailbox by Bose Associates, Inc. It is "Horse and Carriage" style, number 617. It is hand cast aluminum and approved by the U.S. Postmaster General. Telephone number for Bose Associates, Inc. is (504) 751-5701. (See attached sheet).

3.31 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 Council. Placement of any object on any tree or trees is prohibited.

3.32 Driveways/Walkways – 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 Council. Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to fifteen (15') feet at the street curb. A thirty (30") inch 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 Council. All driveways must be completed upon completion of the home. Walkways shall be constructed on each lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the home. Walkways shall be a minimum of 42" in width.

3.33 Drainage/Erosion – 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 Council. 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.

3.34 Gas Lights – Homes shall be required to have at least one gas light on the front elevation of the home.

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- 3.35 All exterior exposed posts and columns shall be a minimum of eight (8") inches in diameter.
- 3.36 As much exposed aggregate, stamped and scored concrete as practical should be used for porches and sidewalks.
- 3.37 All homes must be pre-wired for security systems.
- 3.38 Only one sign no larger than 5' square 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.

3.39 The Subdivider reserves the right to amend this Act of 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 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 Subdivider. Any amendment of this Act of 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 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 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, assembly halls of 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 any time be used as a residence, temporarily or permanently.

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 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 Council or only if the location on the lot has been approved by the Council in advance.

4.5 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.

4.6 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.

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

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4.8 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.

4.9 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 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.

4.10 Subdivider shall make no warranty as to the soil condition of the property, or the health of the trees and vegetation situated on the property.

4.11 Work 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.

5. LANDSCAPE, PRIVATE FENCE SERVITUDE AND COMMON AREAS

5.1 The landscape, private fence servitude and common area, 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 by the lot owners.

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 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. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within (30) days from the day the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of Ascension, Louisiana and will act as a lien upon the property as assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for the purposes as will, in the opinion of the majority of the residents of Bluff Oaks Subdivision, benefit the residents and property owners in Bluff Oaks Subdivision; provided however, that such assessment shall when filed rank only from the date of recordation. Annual assessments may be increase with agreement of a majority of the lot owners. Subdivider shall be specifically exempted from payment of all dues and assessments pertaining to lots owned by it. The initial dues shall not exceed \$120 per year until increased as per the restrictions allow.

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 fourteen (14%) percent per annum from the 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.

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.

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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 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 in part at any time by an instrument signed by the owners of seventy five (75%) percent of the lots in said subdivision.

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 Subdivider 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 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 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 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.

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

THUS DONE AND SIGNED, at my office in Baton Rouge, Louisiana by said appearers in the presence of the undersigned competent witnesses and me, Notary on this 7th day of Feb., 2002.

WITNESSES:

Michele D. Silvio
Michele D. Silvio

BY: 
George W. Robinson, Jr.
Member

Jarret C. Anglin
Jarret C. Anglin


NOTARY PUBLIC

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