

**Mariner's Cove Subdivision 1st  
Filing Phases 1-3 (Lots 1-61)  
Lot Restrictions**

Be it know that on this 13th day of August, 2022, before me, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared BGC Investments, LLC.

A Louisiana corporation, organized and existing under the laws of the State of Louisiana, represented herein by Todd Berthelot, Scott Graham and Kenny Chatelain, its duly authorized agents, duly authorized by virtue of the corporate resolution which is on file and on record who declared that Appeaser are the owners of all those certain lots or parties of ground in that subdivision of the Parish of Livingston, State of Louisiana, as per plat of Montoya Design Group, LLC, a copy of which is on file and record in the office of the Clerk and Recorder for the Parish of Livingston.

Appeasers declared that it is its intention, and that it did and does, by these presents, make and establish the following restrictive covenants which shall all lots in said subdivision, and shall be binding upon all subsequent owners and occupants of said property, as follows, to wit:

**1**

The subject property, lots numbered 1 through 61 inclusively, is to be used for residential purposes, all commercial or other activities incompatible with the same are prohibited. The buyer must receive approval of construction plans by the developer and the Architectural Control Committee.

**2**

The Mariner's Cove Subdivision is to be considered a highly restricted and private neighborhood.

**3**

No building may be constructed nor any buildings be moved on the subject property without first securing the written approval of the Architectural Control

Committee on application by the purchaser from which date a decision shall be rendered within thirty (90) days. The Architectural Control Committee shall issue permits for completion with a specified time from commencement. Permits for construction shall be limited for a specified time within which construction shall be completed.

**4**

The Architectural Control Committee thereafter referred to as Committee shall consist of:

Todd Berthelot---6105 Hwy 1 South, Brusly, LA 70719

Scott Graham---7631 First Street, Addis, LA 70710

Kenny Chatelain---2145 Brittany Drive, Port Allen, Louisiana 70767

The members of the committee shall be appointed by the Developer, until such time as Developer shall release this right to lot owners in the subdivision. The committee shall serve without pay as shall check all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the committee in the event of any dispute or controversy, regarding the interpretation of these restrictions and covenants shall be final and non-appealable. The committee's approval or disapproval is required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said committee or its representative. A complete set of plans and specifications shall be submitted to the committee and will be retained on file by the committee. In the event or its designated representative fails to approve or disapprove within ninety (90) days after the plans and specifications have been submitted to it, as foresaid, in writing or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Plans and specifications for construction shall be submitted to the committee either by mail to BGC Investments, LLC, 2145 Brittany Drive, Port Allen, LA 70767 or delivered by hand to said address. BGC Investments, LLC reserves the right to add new members to the Architectural Control Committee at its sole discretion.

**5**

No house trailers, tents, motor homes, campers, or other types of temporary dwellings shall be moved upon said property and used for temporary or permanent residency.

However, Developer reserves the right to operate sales and/or developmental business from a temporary building or RV vehicle.

**6**

Minimum requirements for residential structures are as follows: each residence shall contain no less than 1,400 square feet of living area (heated and cooled) for a single story, and 1,400 square feet of living area (heated and cooled) for two stories, excluding open porches, garages, carports and storage areas. Houses must also have minimum 9' ceilings.

**7**

No junk cars, junk buses, or junk vehicles shall be permitted to be parked in the street or on the property. The parking of boats, jet skis or the like is permitted on lots (not on streets).

**8**

No structure shall be located any nearer to the canal property line than twenty (20) feet, no nearer than five (5) feet to the side lines and/or side servitude of passage. No structure shall be located any nearer to the front property line minus a fifteen (15) foot servitude with an additional ten (10) foot setback from that point or per Livingston Parish Ordinance. No structure of any type, nearer than twenty (20) feet from the canal's water edge except boardwalk or walkways as required under these restrictions. No exceptions shall apply. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat.

**9**

No structure shall be finished in any material other than hardy plank (masonry board), brick, or stucco and Masonite lap siding. Vinyl siding will only be allowed for finishes of carport ceilings and overhangs. Rolled siding, imitation brick siding are prohibited. Metal roofing and architectural shingles materials are allowed. Tin roofs are prohibited. Minimum roof pitch allowed for each residence is 7/12. The Architectural Control Committee must approve a building materials list, which is to be submitted with plans. BGC Investments, LLC or Architectural Committee will approve all exterior colors of homes. No building may be occupied as a dwelling or used as a dwelling unless the exterior of the residence and all requirements as set forth in these restrictive covenants have been satisfied including required completion.

**10**

Each residence must have a single or double open carport or if enclosed garage, elevation requirements must be met. Right of way and gate access shall be guaranteed for any future filing or developments. The Homeowners Association may assess fees for each lot owner not to exceed that which is currently assessed to lot owners of the future filings.

**11**

Cabanas, piers or covered decks may be constructed by lot owner, approved by Architectural Control Committee. A flood elevation must also be submitted to the Architectural Control Committee to ensure the height of the completed structure does not impair river view of neighboring residences. Covered boat slips & boat lift kits are not allowed to encroach more than 11 feet into the canal system from the edge of the bulkhead and must account for vessel egress that does not obstruct the adjacent property owner's use of their dock space. All covered boat slips & boat lift kits or structures built over the water of any kind must be reviewed and approved by the Architectural Control Committee.

**12**

The filing shall be served by subdivision sewer system, in accordance with parish and state regulations. Water service may be made available to each lot owner by arrangements with Diversion Water Company (225-673-3560) in accordance with its rates and requirements: and requirement of the parish health department, and state board of health. It is the individual responsibility to have their garbage picked up by a pickup service. The accumulation of or disposal of any garbage or other solid debris on subject property is prohibited. Only approved storage bins are permitted. Dumpsters and Port-A-Cans are required during construction.

**13**

No obnoxious or offensive activity shall be carried upon any lot, nor shall anything to be done thereon which shall become an annoyance or nuisance to other property owners.

**14**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots except dogs, cats and other household pets may be allowed, provided that they are not kept, bred or maintained for commercial purposes or in such numbers or conditions as may be offensive to other property owners in the subdivision. All animals shall be

leashed at all times while outdoors. Dog or animal pens are prohibited.

**15**

All driveways and other means of ingress and egress on each lot must be concrete. Driveways must be completed prior to occupancy, and may not be made of shell, limestone, gravel or asphalt. Additional driveways or parking areas paved, gravel, shell or rock are prohibited.

**16**

Each individual lot owner shall be responsible for the maintenance of all landscaping on individual lot, residence and driveway in a clean and orderly fashion at all times. Individual owned vacant lots must also be maintained regularly to prohibit unsightly growth of grass, weeds, etc. In the event a lot becomes unsightly with grass, weeds or growth in excess of twelve (12) inches in height, or if debris accumulates on notice on property, the committee shall have the right to demand maintenance of the lot by the owner in written notice by certified mail. Failure of the individual lot owner to comply with request of the committee's request for maintenance within ten (10) days of receipt shall give the committee the right to hire someone for clean-up and mowing and forward the bill to the lot owner for reimbursement by the lot owner. The cost therefore shall be assessed against the lot owner and is obligated to reimburse the person paying the cost therefore within fifteen (15) days of notification of said amount due. If necessary lien rights will be placed to enforce collection. Upon completion of a residence and a condition of occupancy each residence is required to construct landscaping of at least \$1,500.00 for beds, plants, trees and shrubbery no later than 3 months after completion of the residence.

**17**

No fence shall be erected on any lot closer to the street than the front building setback line of that lot. Waterfront fences may not be erected any closer to the water's edge than the rear (water front) property line. All fencing materials must be wood, wrought iron, or vinyl with the last twenty (20) feet in the rear of the property of fencing tapering to three (3) foot to the water edge. Chain link fences are prohibited. Fences shall not exceed six (6) feet in height. All fencing shall require review and approval by the Architectural Control Committee.

**18**

Developer herein makes no warranty as to soil conditions on the lots herein contained.

**19**

Each lot owner shall be required to become a member of the Homeowner Association (hereinafter referred to as the Association). The Association shall enforce the subdivision restrictions and the restrictions for future filings, represent the subdivision in any public matters affecting the subdivision entrances, common areas, etc. The Association will collect yearly dues as fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be two hundred fifty dollars (\$250). In addition to yearly dues there is also an initiation fee of two hundred fifty dollars (\$250) due at the time of closing. Lien rights will exist to enforce the collection of dues. Developer shall be specifically exempted from payment of all dues and assessments pertaining to lots owned by him. Dues for the first year shall be paid at the time of closing and shall be pro-rated for the first year. Developer will be responsible for all maintenance and upkeep of the road for a period of one (1) year commencing after completion. Conservation Servitude fees will be included in said Association dues.

**20**

All mailboxes to be black "Louisiana" available at Brains Furniture in Port Allen, LA or approved equal by Architectural Control Committee.

**21**

These covenants 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 unless any instrument signed by a majority of the then owners for the lots covered by these covenants shall be 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 ninety-five (95) percent of the lots in said subdivision.

**22**

No oil, gas or water drilling, quarrying or mining operations or explorations or development operations of any kind shall be permitted on or in any lot, nor shall oil wells, refineries, tanks, tunnels, excavations, shafts, holding facilities or any other structures designed for use in explorations for oil, natural gas, salt water or other minerals shall be erected, maintained, operated or permitted on or in any lot. All mineral rights if any are to be retained by the Developer.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect. Thus done and signed at my offices in Brusly, Louisiana by said appear in the presence of the undersigned competent witnesses and me Notary on the 16<sup>th</sup> day of August, 2022.

Witnesses:

Jayme Fint  
Alfred Corleap

BGC Investments, LLC

Todd Berthelot  
Todd Berthelot

Scott Graham  
Scott Graham

Kenny Chatelain  
Kenny Chatelain

Donna G. Keith  
Donna G. Keith  
LA Notary # 84922

**Donna G. Keith**  
**LA Notary #84922**  
**Notary Public, State of Louisiana**  
**My Commission is for Life**