

## **Declaration of Covenants, Conditions and Restrictions of The Oaks On The Bluff**

BE IT KNOWN that on this \_\_\_\_ day of April, 2006, before me the undersigned notary public, and in the presence of the undersigned competent witnesses personally came and appeared:

The Oaks On The Bluff LLC, a Louisiana limited liability company, whose Articles of Organization were filed with the Secretary of State of Louisiana on February 28, 2005, represented herein by its Manager, Richard M. Carmouche, pursuant to a Written Consent of Members recorded with the Office of the Clerk of Court and Recorder of Mortgages of Ascension Parish, Louisiana, whose federal identification number is 20-2401492 (the "Declarant")

who did depose and say that:

### **Recitals**

- A. Declarant is the owner of the real property (the "Property") described in Exhibit "A" attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of The Oaks on the Bluff (as may be amended from time to time, this "Declaration");
- B. Declarant intends to subdivide and develop the Property as a planned residential community known as The Oaks on the Bluff;
- C. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- D. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

### **Article 1 General**

This Article describes the reasons for the restrictions on the Property and declares that the restrictions will remain forever, regardless of who acquires the Property in the future.

**1.1 Purpose.** The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of The Oaks on the Bluff, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their Property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent

haphazard and inharmonious Improvements of Lots,, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on, the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

**1.2 Declaration Running with Land.** The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq, or servitudes by destination of owner under Louisiana Civil Code Article 741.

**1.3 Development of Property.** The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

**1.4 Development of Additional Property.** Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property, or a portion thereof, to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only rights, conditions and limitations on such option to make all or any portion of the Additional Property subject to this Declaration:

**1.4.1 Term of Option.** The option may be exercised by Declarant at any time during a period of ten (10) years from the date of this Declaration, provided, however, that Declarant reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such ten (10) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of Ascension Parish, Louisiana, and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such ten (10) year period.

**1.4.2 No Limitations.** The description of the Additional Property as of the date hereof is set forth on Exhibit "B". Portions of the Additional Property may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

**1.4.3 Rights of Declarant.** If the Additional Property, or any portion thereof, is added to this Declaration, Declarant reserves the right to designate the size and boundaries of the Lots and building setbacks.

**1.4.4 Single-Family Residential Use.** The Additional Property, if made subject to this Declaration, must be used for single-family residential purposes only, and shall be subject to the use restrictions contained in this Declaration.

**1.4.5 Effect of Termination of Option.** Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property, or any

portion thereof, any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

**1.4.6 No Obligations.** The option reserved by Declarant to cause all or any portion of the Additional Property to be subject to this Declaration shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property or to construct thereon any Improvements of any nature whatsoever.

**1.4.7 Membership in Association.** Upon exercise of the option, each Owner of a Lot on the Additional Property shall become a Member of The Oaks on the Bluff Property Owners Association, Inc. The voting rights of such membership are set forth in Section 3.4.

**1.4.8 Required Documentation.** The option reserved may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of Ascension Parish, Louisiana, together with a revision of or an addition to the Final Plat showing the Additional Property or such portion or portions thereof as are being made subject to this Declaration.

## **Article 2 Definitions**

This Article defines the capitalized terms used throughout the document.

**2.1 Additional Property.** "Additional Property" shall mean and refer to the immovable property described in Exhibit "B" which may be made subject to this Declaration in accordance with Article 1.

**2.2 Appointment Period.** "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 3.5 and its right to appoint the members of the Review Board in accordance with Section 8.2, (b) the moment after all Lots in the Property and Additional Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2016.

**2.3 Articles of Incorporation.** "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

**2.4 Assessment.** "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

**2.5 Assessment Year.** "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

**2.6 Association.** "Association" shall mean The Oaks on the Bluff Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

**2.7 Board of Directors or Board.** "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

**2.8 Budget.** "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

**2.9 By-Laws.** "By-Laws" shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time.

**2.10 Common Area.** "Common Area" or "Common Areas" shall mean any portion of the Property which is for the primary use and benefit of all of the Owners of Lots, and is designated as Common Area on the Final Plat.

**2.11 Declarant.** "Declarant" shall mean The Oaks on the Bluff LLC, its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of

Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of The Oaks on the Bluff LLC receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

**2.12 Declaration.** "Declaration" shall mean this Declaration, as amended from time to time.

**2.13 Dwelling Unit.** "Dwelling Unit" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

**2.14 Final Plat.** "Final Plat" shall mean the document styled "Final Plat for The Oaks on the Bluff , . . ", Ascension Parish, Louisiana, made by Ferris Engineering, Inc., dated on or about April 19, 2006 and recorded with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana on April 21, 2006 as Entry No. 634365.

**2.15 First Mortgage and First Mortgagee.** "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

**2.16 Improvements.** "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, fence, walls, pools, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

**2.17 Lot.** "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat.

**2.18 Manager.** "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

**2.19 Mortgage.** "Mortgage" shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

**2.20 Mortgagee.** "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

**2.21 Notice and Hearing.** "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

**2.22 Owner..** "Owner" shall collectively mean Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

**2.23 Person.** "Person" shall mean a natural person, a corporation, a partnership or any other entity.

**2.24 Record, Recorded or Recordation..** "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of Ascension Parish, Louisiana.

**2.25 Review Board.** "Review Board" shall mean The Oaks on the Bluff Architectural Review Board as appointed by the Board of Directors from time to time pursuant to this Declaration.

**2.26 Rules and Regulations.** "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

**2.27 The Oaks on the Bluff.** "The Oaks on the Bluff" means the property described on Exhibit "A" attached hereto and the Additional Property, if and when made subject to this Declaration, and as designated on the Final Plat of The Oaks on the Bluff.

### **Article 3 Association Operations**

This Article explains how the Association is managed, the voting rights of Owners, the levying of Assessments, and how meetings of the Association are called.

**3.1 Association.** The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

**3.2 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association

may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

**3.3 Membership in Association.** The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

**3.4 Voting Rights of Members.** The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote, including any Lots in the Additional Property (or some portion thereof) made subject to this Declaration.

**3.5 Membership of Board of Directors.** During the Appointment Period, the Board of Directors shall consist of three (3) Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

**3.6 Assessments.** The Association shall have the right to levy and collect Assessments. The revenue from the Assessments will be used for such purposes as will, in the opinion of the Board of Directors of the Association, benefit the residents and property owners in The Oaks on the Bluff. Such purposes may include maintenance of Common Areas, police services, and any other services generally undertaken or furnished by such private associations of property owners.

**3.7 Notice.** Written notice of any meeting of the Association shall be mailed postage pre-paid to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At any meeting so called, the presence of members or written proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. In the event that the required quorum is not present at any duly called meeting, another meeting may be called subject to the same notice requirements, and the required quorum at any such meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided no such subsequent meeting shall be held more than sixty (60) days following the meeting at which a quorum was not present.

#### **Article 4 Duties and Power of Association**

This Article explains the authority of the Association, the extent of its powers, and the guidelines it must follow in carrying out its responsibilities.

**4.1 General Duties and Powers of Association.** The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas.

**4.2 Acceptance of Property and Facilities Transferred by Declarant.** The Association shall accept title to any Common Areas indicated as such on the Final Plat, subject to the disclaimer of warranties contained in the Cash Sale recorded with the Clerk and Recorder of Mortgages for Ascension Parish.

**4.3 Management and Care of Common Areas.** The Association shall manage, operate, care for, maintain and repair the Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners, or may delegate this responsibility to others. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

**4.4 Budgets and Assessments.** The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with this Declaration and with the careful customs and practices of similar organizations in Ascension Parish, Louisiana.

**4.5 Duty to Provide Financial Reports.** The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

**4.6 Architectural Approvals.** The Association shall assist the Review Board in connection with architectural approvals as provided in this Declaration.

**4.7 Rules and Regulations.** The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Areas and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. • In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

**4.8 Servitudes.** The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas.

**4.9 Restrictions on Builders.** The Association shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the Property and to prohibit the builder or construction tradesman from working on any project on the Property, or on any Lot.

**4.10 General Corporate Powers.** The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or the By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express

powers or rights of the Association under this Declaration, the Articles of incorporation, the By-Laws or the Rules and Regulations.

## **Article 5 Servitudes Over The Property**

This Article provides that all servitudes designated on the Final Plat are also available to the Owners and the Association.

**5.1 Additional Servitude(s).** This is hereby reserved for the benefit of the Association, including any future owners of Lots within the Additional Property, and granted by Declarant to the Association, the Owners and any future owners of Lots within the Additional Property, and their respective successors and assigns, those servitudes evidenced on the Final Plat.

## **Article 6 Declarant's Rights and Reservations**

This Article reiterates that the Declarant is entitled to special privileges with regard to the Association during the Appointment Period. The Declarant is not required to pay Assessments on Lots owned by it during the Appointment Period.

**6.1 Rights During Appointment Period.** Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Declarant shall have no obligation to pay Assessments on any Lot owned by it during the Appointment Period.

## **Article 7 Assessments**

This Article describes the procedure the Association must follow to levy Assessments and declares that if the Assessment remains unpaid, it will accrue interest at a yearly rate of 12%. It also explains the privilege granted to the Association to file a lien on the Property if the Assessment is delinquent. Only a first mortgage will outrank this lien, and the Association is permitted to recover attorney's fees if necessary to collect the unpaid amount. Finally, the lien provides the Association with the right of foreclosure as a means to collect any delinquency.

**7.1 Determination of Assessments.** The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain the streets, fencing, landscaping and Common Areas and provide all other services generally undertaken or furnished by the Association. Except for the rights of the Declarant during the Appointment Period, Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. The Assessments shall be the personal responsibility of the Owner of each Lot, which Owner assumes such responsibility upon the purchase of a Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the



opinion of the majority of the Board of Directors, benefit all of the Owners; provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall be set at the first meeting of the Board of Directors, who will also determine the date of commencement of such Assessments. Assessments may subsequently be increased in accordance with the By-Laws.

**7.2 Interest on Unpaid Assessments.** All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

**7.3 Lien to Enforce Assessments.** In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

## **Article 8 General Restrictions Applicable to Property**

This Article details the specific building requirements and design specifications applicable to all Lots in The Oaks on the Bluff. It also describes the procedures by which the Review Board performs its functions.

**8.1 Restrictions on Use.** The following restrictions on use shall apply equally to the Property and each Lot (including any Lot created from making the Additional Property subject to this Declaration):

**8.1.1 Residential Use Only.** Lots shall be used for residential purposes only. No part of any Lot shall be used for apartment houses, group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind. 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. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

**8.1.2 No Temporary Structures.** No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property. No residence may be occupied until it has been completed in accordance with approved plans and specifications.

**8.1.3 Free of Debris.** No Lot shall be used or maintained as 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 clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the Review Board. Further, each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside, as described further in Section 8.4.15. Items will be considered screened only if they are not visible from the street or adjacent properties.

**8.2 Architectural Review Board.** The Review Board is to be composed of up to three individuals appointed by the Board of Directors. The initial members of the Review Board shall be appointed by the Declarant. Except during the Appointment Period, two of the members of the Review Board shall be Owners. The members of the Review Board shall serve for three (3) year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

- a) Richard Carmouche  
10343 Siegen Lane  
Baton Rouge, Louisiana 70810
- b) Daryl May  
10343 Siegen Lane  
Baton Rouge, Louisiana 70810
- c) Cathy Carmouche  
10343 Siegen Lane  
Baton Rouge, Louisiana 70810

The initial terms shall be as follows: Three (3) years, two (2) years, and one (1) year.

**8.3 Prior Plan Approval.** All plans for the construction or physical alteration of any Improvements to or on a Lot shall be submitted to the Review Board in advance according to the following procedures:

**8.3.1 Specific Plan Requirements.** No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until plans and specifications prepared by an approved home designer or architect licensed under the laws of Louisiana or draftsman, 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 Review Board and a copy thereof as finally approved lodged permanently with the Review Board; and (b) a complete list of all builders/contractors is submitted in writing by the Owner to the Review Board and approved. The requirement that the plans be prepared by an architect licensed under the laws of the state of Louisiana may be waived by the Review Board in its sole discretion, provided the home that is designed is approved by the Review Board.

**8.3.2 Number of Plans.** Two sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned to the Owner.

**8.3.3 Scope of Review.** The Review Board shall review the plans to ascertain that the Improvements will thoroughly comply with all of the restrictions set forth in this Declaration. In order to assure that location and size of Improvements 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 intimate scale of the homes, the location of the other houses, large trees, common facilities and similar considerations, the Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific site. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

**8.3.4 Standards for Review.** The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within The Oaks on the Bluff. These guidelines shall be utilized by the Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

**8.3.5 Finality of Decision.** The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.

**8.3.6 Variances.** The Review Board at its discretion, has the right to approve any waivers or deviations from this Declaration that it deems are appropriate. Further, written approval of the Review Board must be obtained by an Owner for any waiver of the Code of Ordinances of Ascension Parish, Louisiana ("Parish") the Owner seeks to obtain; any waiver granted by the Parish without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.

**8.3.7 Review Time Period.** In the event the Review Board fails to approve or disapprove within thirty (30) days any matter (including plans and specifications) which has been submitted to it, approval shall be

deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Hundred Fifty and NO/100 Dollars (\$150.00) and the Review Board shall have the right to increase this amount from time to time. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the construction deposit shall be determined by the Review Board.

**8.3.8 Construction Deposit.** Prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a Four Hundred and NO/100 Dollars (\$400.00) construction deposit payable to The Oaks on the Bluff Property Owners Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in The Oaks on the Bluff, "rutting" of any rights of way, servitudes or other Lots in The Oaks on the Bluff caused by construction related vehicles, the spilling of concrete on any streets or other areas of The Oaks on the Bluff and any trash or debris dispensed in The Oaks on the Bluff. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty days after the date of such bill. If no violations or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the Improvements and landscaping.

**8.3.9 Indemnification.** Each member of the Review Board shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Review Board at the time such expenses are incurred, unless the member of the Review Board is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Review Board may be entitled but shall be in addition to such other rights.

**8.3.10 Foundations and Improvements.** Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility.

**8.3.11 Removal of Trees.** No tree may be removed from a Lot without the prior written approval of the Review Board. Trees that remain on the Property must be protected during construction. No heavy equipment, material storage nor added topsoil may be placed within the drip-line of the tree. Should the

roots require severe pruning or cutting, a licensed arborist must be consulted and his recommendations submitted to the Review Board prior to start of work.

**8.4 Restrictions on improvements.** All Improvements on each Lot shall comply with the following restrictions:

**8.4.1 Building Height and Garages.** No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2) stories in height, with a private garage for at least two (2) cars, and other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos. All garages shall be enclosed with an approved garage door.

**8.4.2 Garages.** All garages must be side-loading. No garage shall directly face the street. As a primary feature to the home, side loading front garages must be treated with an added level of detail. The use of double garage doors, wood paneled fronts, extra wall depth or arched top, are examples of the extra attention that must be given to the garage. Due to the intimate scale of the neighborhood, plain or typical garage fronts will not be allowed.

**8.4.3 Accessory Building.** Gazebos, storage buildings, pigeonniers, pergolas, arbors and other detached structures should relate architecturally to the design of the residence in both form and material. Portable or pre-fabricated storage buildings will not be allowed. Location of accessory buildings will be individually considered by the Review Board and shall not affect the views of neighboring Properties. Any accessory structure built within the rear setback of the Property must comply with all Parish code requirements. No accessory building will be allowed within the front building setback.

**8.4.4 Driveways and Walkways.** Driveways shall be constructed of concrete or stamped concrete. Brick aprons are required between the street and sidewalk. Additional details such as brick edging, paving patterns, inlays, etc. are encouraged, and should be considered on an individual basis.

**8.4.5 Driveway Locations.** In an effort to prevent driveways on adjoining Lots from being located adjacent to each other along a common side Property line, adjoining drives shall be separated by a "green" landscaped area as detailed more fully in the driveway plan to be provided to all Owners by Declarant. These will be reviewed on an individual basis. Paving materials similar to those discussed in Section 8.4.4 are also encouraged in these situations.

**8.4.6 Parking.** All automobiles owned or used by Owner or occupants of any structure located on any Lot (other than temporary guests and visitors) shall, as far as possible, be parked in garages, carports or in parking spaces constructed on the Lot. No vehicle shall be parked on any street or in front of Lots on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Additional parking shall be required for homes with more than two (2) permanent vehicles.

This additional space shall be designed to be harmonious with the landscape and drive designs. Parking of ATV's, Boats, any water borne craft, recreational vehicles, boat trailers, camping trailers, mother homes, utility trailers, commercial trailers or trailers of any kind are prohibited from being parked on any lot unless it is completely hidden from view from the street or adjacent lots. Walls, structures, shrubs or anything intended to be utilized for this purpose shall be subject for approval by the architectural review board. Exceptions are allowed to the above mentioned only if kept occasionally on driveway and/or lot overnight or on weekends.

**8.4.7 Fencing and Walls.** Fencing and walls used to create or enhance courtyard conditions are encouraged throughout the development. Rear fencing on lake Lots will be allowed if constructed of wrought iron with a maximum height of forty-two inches (42"). Brick or stucco columns will be permitted as part of these fences, with a maximum height of forty-eight inches (48"). Chainlink fences shall not be allowed.

Courtyard walls and landscape fencing are encouraged in the front yard. Courtyard walls should be brick, stucco or stone. Fencing shall be either wrought iron or wood picket type. Creative design solutions should be explored to enhance the uniqueness of the community. Maximum height for fences or walls should be six feet (6'0"), unless otherwise approved. Fences shall also comply with all Parish code requirements.

**8.4.8 Minimum Square Footage.** Residences built on the Lots shall contain a minimum of 2,400 square footage of living (heated and cooled) space, exclusive of all porches, storerooms, garages and carports. On homes with more than one level, a minimum of 1,800 square feet shall be located on the ground level.

**8.4.9 Exterior Materials.** Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, masonite or aluminum/vinyl siding. Alternative exterior materials will be considered on an individual basis and will be allowed within the discretion of the Review Board.

**8.4.10 Fireplace Material.** Chimneys should be detailed appropriately to the style of the home. All chimney flues must be screened from view. All chimneys must have a bonnet made of slate, copper, or color-clad metal. Chimneys may not be constructed of siding.

**8.4.11 Doors and Windows.** All entry doors shall be constructed of wood, and shall be a minimum height of seven feet (7"). No metal doors will be allowed toward the front of the home. Approved windows are aluminum, wood, clay wood or vinyl. Aluminum windows are not permitted on front facing windows. Any windows viewed from the street must be wood, vinyl clad or solid vinyl with a 1 ½ inch brick mold. Synthetic brick mold materials are encouraged for long-term maintenance of the window. Brick mold shall be painted to match the color of the window, not the color of the trim.

At locations where shutters are deemed appropriate, only wood shutters will be allowed. If shutters are to be fixed, one and one-half (1 1/2) inch brick mold shall be constructed around shutters. Shutter width should be sized proportionately to the window. The use of false shutters will be allowed, but should be appropriately detailed.

Interior window coverings will be required at all windows, including garage and false windows, unless approved otherwise. All window coverings shall be lined or constructed with neutral colors so as to not detract from the exterior of the home. The use of foil, sheets, paper or other inappropriate material will not be allowed.

**8.4.12 Roof Pitch.** The minimum roof pitch shall be 8/12. Roofing shall be a minimum of an architectural grade composition shingle, in approved colors. Metal roofing, other than accessory uses such as awnings or dormers, will not be allowed. Ridge vents may be used, but must be shingle covered vents.

No roof protrusions shall be allowed on the front or street facing elevations. All effort must be made to minimize viewing of roof protrusions from the street. In unusual cases where a disproportionate number of vents is required, combining vents internally may be required.

**8.4.13 Ceiling Height.** All residences shall be constructed with a minimum ceiling height of nine feet (9') above finished floor. The entry facade shall have a plate height of twelve feet (12') above finished floor, provided that this may be reduced to a minimum of ten feet (10') above finished floor to the bottom of the porch beam for a house with a full front porch.

**8.4.14 Color.** Colors selected should be appropriate to the style of the home and should remain harmonious with neighboring homes. Colors and materials selected must be approved by the Review Board prior to installation, preferably at the time of the initial design review. The use of white brick is discouraged. Installation of non-approved colors/materials will result in the automatic forfeiture of the construction deposit. Any changes to colors or materials made after approval has been granted must be submitted for additional review.

**8.4.15 Equipment Enclosure.** An enclosure for mechanical equipment and garbage cans shall be included in the design of each home. The enclosure shall be a minimum of four feet (4'0") high, and shall be constructed of brick, stucco or approved wood fencing. Ease of access for the Owner should be considered. Should any equipment be required to be located externally of the enclosure, screening, by either fence or landscaping, will be required. Landscaping must be sized to screen the equipment at the time of planting. Plant materials at these areas must be evergreen.

**8.4.16 Remodeling and Additions.** Any and all work done to the residence, that affects the exterior appearance of the home must have prior approval from the Review Board. This includes, but is not limited to, painting, additions, landscape features, fencing, etc.

**8.4.17 Lots with Special Characteristics.** Within the community, several Lots maintain a greater prominence than others due to their locations within the development. Each of these Lots have individual items that will require addressing on an individual basis. Lots that will require special attention are Lot numbers 1, 2, 46 and 47.

**8.4.18 Lakeside Paving and Decking.** Paving and decking used in the rear of lakefront lots shall be developed to the same level as that required in the front yards. No work will be permitted beyond individual Property lines. The use of steps, decks, terracing, etc. within the Common Areas is prohibited.

**8.4.19 Courtyards.** Courtyards are encouraged as a means of creating private outdoor space within the confines of the Property. Drainage and paving issues must be considered in the design of the landscape of these areas. Plant materials should be carefully selected and should be appropriate to the scale of the space. The planting of large trees within these spaces is discouraged.

**8.4.20 Play Yards.** The use of moderately scaled play equipment, play yards or are allowed within the community. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. Basketball goals are allowed in front yard providing they are positioned such that the backboard edge is facing the street.

Basketball goals should be positioned away from the street and in such a manner as to minimize its view from the street. Oversized items such as trampolines will only be allowed if completely concealed from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Play equipment should be constructed of natural materials and should be of colors to complement the design of the home. These items must be concealed from view and their final placement must be approved by the Review Board prior to installation.

**8.4.21 Pet Yards.** Pet yards must be carefully considered as to their placement on the Lot. Pet yards should be part of the overall landscape or screened from view from the street and/or lake-side of homes. The use of chain-link enclosures is prohibited. Pet yards should be sized accordingly for the size and number of pets contained.

**8.5 Drainage.** The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for The Oaks on the Bluff on file with the Department of Public Works of Ascension Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners through any noted servitude or drainage swale. Owners will be required to keep drainage inlets at the rear areas of homes free and clear of debris. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

**8.6 Completion of Improvements.** The exterior construction of any building started on a Lot must be completed within twelve (12) months following the pouring of the foundation for that building. If such Improvements are not completed within the time period specified in this section, then the Association shall remove the debris from the Lot and restore the landscaping to its original condition. The Association shall have the right to assess the Owner for an administrative fee in an amount equal to the restoration costs, as well as the forfeiture of the construction deposit.

**8.7 Fill to Lot.** No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

**8.8 Combination of Lots.** Subject to the approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which, with the exception of Assessments and voting rights, shall be considered, for the purpose of this Declaration, as one Lot. However, the house must be on a scale 'comparable to other houses in the subdivision.

**8.9 No Resubdivision.** No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a street without obtaining the consent of the Review Board and of two-thirds (2/3) of the Lots on the affected street.

**8.10 Outside Lighting, Etc.** Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final.

**8.11 Landscaping.** Landscaping plans must be submitted to the Review Board for approval. The use of regional plant materials are encouraged. The entire front yard and rear lake-front yard must be landscaped prior to issuance of a final certificate of occupancy. This requirement may be waived given



proven weather restraints at the time of completion. Landscaping should include a minimum of two (2) trees, one of which is to be a 2" caliper Live Oak planted between the front sidewalk and the curb of the street, and twenty-five (25) 1-gallon sized (minimum) plants. An additional one (1) tree and twenty (20) 1-gallon sized plants are required in the rear of Lots with lake frontage. Complete sodding of the front and lake-front rear yards is required within thirty (30) days of completion. Sod should be certified centipede only. The banks of the Lots on the lake shall be hydroseed. At Lots with multiple street fronts, sod must be provided at all street facing sides. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of Fifty and NO/100 Dollars (\$50.00), as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment set forth elsewhere in these restrictions.

**8.12 Mailboxes.** All mailboxes must be of the same design as selected by the Association. Mailboxes must be installed prior to issuance of the certificate of occupancy from the Association.

**8.13 Grade Elevation.** The minimum finished grade of elevation of any residence or permanent structure constructed within the Property shall be as required by the Parish Department of Public Works.

**8.14 Parking of Mobile Homes, Vehicles and Commercial Vehicles.** A motorboat, or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept if completely hidden from view of the street, and only if housed completely within a garage which has been approved by the Review Board. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets of The Oaks on the Bluff. No nonoperable broken vehicles may be visible from the street or adjacent properties.

**8.15 Pets.** No pet shall be allowed to leave its excrement on any other Lot or Common Area,

**8.16 No Signs.** No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board or its agents. For those signs permitted herein, the maximum size shall be twenty inches (20") by thirty inches (30").

**8.17 No Noxious Activity.** 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 of Lots. No offensive or unlawful use shall be made of any Lot, the Common Area, 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 or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

**8.18 Responsibility for Lots.** Each 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. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and

may charge the Owner double the cost of maintenance. Ample notice will be given prior to this action. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7.

**8.19 Building Setbacks.** Setbacks on the Lot shall be in accordance with the Final Plat. In general, a twenty-five foot (25') setback from the front property line is required, twenty (20') setback at the rear, and a five foot (5') setback at the side. No building shall extend beyond these setback requirements, however, covered and unenclosed porches shall extend consistent with the Code of Ordinances of the Parish of Ascension.

An additional building setback is also required within the perimeter of the buildable area on the Lot. In an effort to create the more intimate scale of the community, a separation between the garage and the front of the home is required. The setback distance between these shall be stepped a minimum of six feet (6'0"). Further, each Lot shall be subject to those servitudes as set forth on the Final Plat.

**8.20 Repurchase Right of Declarant.** In the event an Owner attempts to sell his Lot to a third party prior to the expiration of one (1) year from the date of sale to the Owner, the Declarant shall have the right, but not the obligation, to reacquire the Lot from the Owner at its original purchase price (excluding closing costs). No brokerage fees will be owed by the Declarant as a result of the repurchase of the Lot. The right to repurchase shall be within the sole and absolute discretion of the Declarant. The Owner shall advise Declarant of its intention to sell the Lot to a third party and Declarant shall thereafter have fifteen (15) days to provide the Owner with notice of its intention to exercise this option to repurchase. The notice shall be sent to the address of the Owner and the closing will be at the offices of Declarant's attorney within fifteen (15) days following the giving of notice. The Owner must convey valid and merchantable title to the Lot with full warranty, free and clear of all mortgages, liens and encumbrances placed on the Lot. The Declarant shall be entitled to exercise the right of specific performance, if necessary, to enforce this provision, and shall be entitled to recover attorneys' fees in the event jogai action is commenced in order to enforce this provision.

## **Article 9 Construction Process**

This Article details the requirements that builders and contractors must follow when constructing Improvements on the Lots in The Oaks on the Bluff.

**9.1 Jobsite.** Contractors are required to fully maintain all jobsites during construction. Construction materials and trash shall be stored in a neat and orderly manner at all times during construction. Waste from construction materials should be removed timely in accordance with the construction process. General trash (i.e.-lunch containers, drinks, etc.) on the jobsite must be removed weekly. Failure to maintain the jobsite will result in the Declarant assuming the responsibility and back-charging the Owner/builder at double the direct cost. Ample notice will be given prior to such action.

**9.2 Temporary Facilities.** Temporary toilet facilities will be required for all jobsites. Builders with multiple jobsites may share facilities. Agreements between multiple Lot Owners will also be accepted.

**9.3 Concrete Truck Wash-out.** Concrete trucks will be allowed to wash trucks only on the given Lot that concrete is being required. No spillover on to streets or neighboring Properties will be allowed,

**9.4 Damages.** Any damages to streets, curbs, gutters, fences, etc. will be repaired by the Owner.

**9.5 Use of Neighboring Lot.** The contractor will be granted use of neighboring Lot for use during construction as needed, provided no more than fifteen (15) feet of the Lot is utilized. The contractor will be given notice of the names of neighboring Lot Owners and will be required to contact that neighbor prior to use of the Lot. Any damage to the neighboring Lot by the contractor shall be repaired prior to issuance of a final certificate of occupancy.

**9.6 Loud Music.** Loud radios or noise will not be allowed within the subdivision. Speakers mounted on vehicles or outside of houses under construction will not be permitted.

**9.7 Vacant Lots.** All vacant Lots must be maintained by the Lot Owner. Lots must be kept neat and free of garbage, weeds, etc. No stockpiling of materials; plants, etc. will be allowed on vacant Lots without prior approval from the Declarant.

## **Article 10 Miscellaneous**

This Article details the procedures for amending this declaration, the termination date for the restrictions (as well as the option to renew), and various other topics.

**10.1 Right of Amendment.** During the Appointment Period, the Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation Ascension Parish, State of Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the subdivision.

**10.2 Term of Declaration.** Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2031, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

**10.3 Amendment of Declaration by Owners.** Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Owners.

**10.4 Required Consent of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate at such time

as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

**10.5 Priority of First Mortgage Over Assessments.** Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure, dation en paiement or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency comprising part of the Assessment.

**10.6 Enforcement by Self Help .** Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

**10.7 Remedies Cumulative .** Each remedy provided under this Declaration is cumulative and not exclusive.

**10.8 Costs and Attorneys' Fees.** In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

**10.9 Limitation on Liability.** The Association, the Board of Directors, the Review Board, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

**10.10 Liberal Interpretation .** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

**10.11 Governing Law .** This Declaration shall be construed and governed under the laws of the State of Louisiana.

**10.12 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

**10.13 Number and Gender .** Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**10.14 Captions for Convenience .** The table of contents, titles, headings, italicized summaries and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

**10.15 Mergers or Consolidations .** Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another

surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

**10.16 Conflicts in Legal Documents .** In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

## **Exhibit A**

### **Legal Description**

A CERTAIN AREA OF LAND DESIGNATED AS THE FIRST FILING OF THE PROPOSED OAKS ON THE BLUFF SUBDIVISION, LOCATED IN SECTIONS 10, 33, AND 60 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN EAST OF THE MISSISSIPPI RIVER LAND DISTRICT, ASCENSION PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER SHARED BY SECTIONS 10, 33, AND 60, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN EAST OF THE MISSISSIPPI RIVER LAND DISTRICT IN ASCENSION PARISH, LOUISIANA; THENCE NORTH 63 DEGREES 02 MINUTES 53 SECONDS WEST A DISTANCE OF 61.96 FEET TO THE EASTERN RIGHT-OF-WAY OF LOUISIANA HIGHWAY 928 (BLUFF ROAD) BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 19 DEGREES 56 MINUTES 09 SECONDS EAST A DISTANCE OF 244.09 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,540.00 FEET, A LENGTH OF 154.48 FEET, A CHORD BEARING OF NORTH 18 DEGREES 41 MINUTES 09 SECONDS EAST, AND A CHORD LENGTH OF 154.47 FEET TO A POINT; THENCE PROCEED SOUTH 75 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 256.27 FEET TO A POINT; THENCE PROCEED NORTH 13 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 348.44 FEET TO A POINT; THENCE PROCEED SOUTH 81 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 1,446.92 FEET TO THE WESTERN RIGHT-OF-WAY OF U.S. INTERSTATE 10 AND A POINT; THENCE PROCEED ALONG SAID RIGHT-OF-WAY IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 23,036.31 FEET, A LENGTH OF 499.01 FEET, A CHORD BEARING OF SOUTH 14 DEGREES 21 MINUTES 56 SECONDS EAST, AND A CHORD LENGTH OF 499.00 FEET TO A POINT; THENCE PROCEED SOUTH 74 DEGREES 41 MINUTES 10 SECONDS WEST A DISTANCE OF 347.30 FEET TO A POINT; THENCE PROCEED •SOUTH 15 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 124.32 FEET TO A POINT; THENCE PROCEED SOUTH 74 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 190.00 FEET TO A POINT; THENCE PROCEED NORTH 15 DEGREES 15 MINUTES 00 SECONDS WEST A DISTANCE OF 36.57 FEET TO A POINT; THENCE PROCEED SOUTH 74 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 140.00 FEET TO A POINT; THENCE PROCEED NORTH 80 DEGREES 58 MINUTES 16 SECONDS WEST A DISTANCE OF 986.06 FEET TO A POINT; THENCE PROCEED NORTH 85 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 81.16 FEET TO A POINT; THENCE PROCEED NORTH 53 DEGREES 29 MINUTES 32 SECONDS WEST A DISTANCE OF 180.07 FEET TO A POINT; THENCE-PROCEED SOUTH 50 DEGREES 00 MINUTES 00

SECONDS WEST A DISTANCE OF 82.27 FEET TO A POINT; THENCE PROCEED NORTH 53 DEGREES 29 MINUTES 32 SECONDS WEST A DISTANCE OF 154.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPOSED TRACT OR PARCEL OF LAND CONTAINS 30.466 ACRES MORE OR LESS.

## **Exhibit B**

### **Legal Description of Additional Property**

Item I:

A CERTAIN AREA OF LAND DESIGNATED AS THE SECOND FILING OF THE OAKS ON THE BLUFF SUBDIVISION, LOCATED IN SECTIONS 10, 33, AND 60 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN EAST OF THE MISSISSIPPI RIVER LAND DISTRICT, ASCENSION PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER SHARED BY SECTIONS 10, 33, AND 60, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN EAST OF THE MISSISSIPPI RIVER LAND DISTRICT IN ASCENSION PARISH, LOUISIANA; THENCE NORTH 63 DEGREES 02 MINUTES 53 SECONDS WEST A DISTANCE OF 61.96 FEET TO THE EASTERN RIGHT-OF-WAY OF LOUISIANA HIGHWAY 928 (BLUFF ROAD) BEING THE POINT OF BEGINNING; THENCE PROCEED SOUTH 53 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 154.17 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 50 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 82.27 FEET TO A POINT; THENCE PROCEED SOUTH 53 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 180.07 FEET TO A POINT; THENCE PROCEED SOUTH 85 DEGREES 00 MINUTES 26 SECONDS EAST A DISTANCE OF 81.16 FEET TO A POINT; THENCE PROCEED SOUTH 80 DEGREES 58 MINUTES 16 SECONDS EAST A DISTANCE OF 986.06 FEET TO A POINT; THENCE PROCEED NORTH 74 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT; THENCE PROCEED SOUTH 15 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 36.57 FEET TO A POINT; THENCE -PROCEED NORTH 74 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 190.00 FEET TO A POINT; THENCE PROCEED NORTH 15 DEGREES 15 MINUTES 00 SECONDS WEST A DISTANCE OF 124.32 FEET TO A POINT; THENCE PROCEED .NORTH 74 DEGREES 41 MINUTES 10 SECONDS EAST A DISTANCE OF 347.30 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. INTERSTATE 10 AND A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 23,036.31 FEET, A LENGTH OF 716.87 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 52 MINUTES 39 SECONDS EAST, AND A CHORD LENGTH OF 716.84 FEET TO A POINT; THENCE PROCEED NORTH 81 DEGREES 40 MINUTES 20 SECONDS WEST A DISTANCE OF 477.55 FEET TO A POINT; THENCE PROCEED SOUTH 04 DEGREES 28 MINUTES 29 SECONDS WEST A DISTANCE OF 194.15 FEET TO A POINT; THENCE PROCEED NORTH 80 DEGREES 51 MINUTES 47 SECONDS WEST A DISTANCE OF 1,948.94 FEET TO THE EASTERLY RIGHT-OF-WAY OF

LOUISIANA HIGHWAY 928 (BLUFF ROAD) AND A POINT; THENCE PROCEED ALONG SAID RIGHT-OF-WAY NORTH 19 DEGREES 56 MINUTES 09 SECONDS EAST A DISTANCE OF 583.98 FEET TO THE POINT OF BEGINNING.

Items II and III:

The areas shown crosshatched on the map attached hereto