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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR DUTCHTOWN VILLAS SUBDIVISION
AND DEDICATION AND TRANSFER OF COMMON
PROPERTIES**

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DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK

SL 100703

BE IT KNOWN, that on 11th day of August, 2004 before me, Stephanie W. Wall, a Notary Public, duly commissioned and qualified in and for the Parish of Ascension, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

TRI STAR PROPERTIES, INC., a Louisiana corporation organized and existing under the laws of the State of Louisiana, represented herein by Rodney Imel, duly authorized pursuant to a resolution of the Board of Directors of said corporation, on file and of record in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana; herein referred to as "Appearer";

Who after first being duly sworn, did depose and state:

Appearer is the Owner and Developer of the real property hereinafter described, and by this act, imposes upon the property the building restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site as will appreciate the value of their property, to preserve, so far as practicable, the natural beauty of the property, to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious color schemes, to insure the highest and best development of the property, to encourage the erection of attractive homes thereon, with appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvements of building sites, to secure and maintain property setbacks from streets, and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by the building sites therein.

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A TRUE COPY

Laura Talon 101518
Deputy Clerk & Recorder
ASCENSION PARISH

2. THE PROPERTY

- 2.1 The real property now owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:
- 2.2 The property and all other portions thereof shall be conveyed, transferred and sold by any record Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.
- 2.3 Lots 1 (one) and 2 (two) as shown on the final plat of Dutchtown Villas subdivision are excluded from these restrictions.

3. IMPROVEMENT RESTRICTIONS

3.1 ARCHITECTURAL CONTROL COMMITTEE

A. Formation and purpose

The formation and purpose of the Architectural Control Committee is to carry out the general plan of development and improvement of the property, to implement the plan of subdivision for the property, and to maintain a high standard of construction and appearance for the benefit of the owners of lots.

B. Committee membership and transfer of authority

There is hereby created the Dutchtown Villas Architectural Control Committee to be composed of the following members: Rodney Imel, Kathy Imel, and Theresa Morgan, whose mailing address is 17357 Vallee Ct. Prairieville, La. 70769, and will serve as the Architectural Control Committee until which time one hundred percent of the lots covered by these restrictions are sold, built, and transferred to owners who will occupy the homes as their principal address, at which time the committee will be elected by a majority vote of the Homeowners Association and shall serve for a period of two years. Should a Committee member resign prior to their term expiring, the remaining members may appoint someone to finish their term. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. Appeals

The decision of the Architectural Control Committee shall be final and non appealable in the event of any dispute or controversy involving the interpretation of these restrictions.

D. Duties

1) General

All planning, design and construction in DUTCHTOWN VILLAS, including exterior ancillary buildings and site improvements, shall be made in conformance with the Architectural Control Committee's *Development/Design Guidelines* and procedures established therein. Notwithstanding any provisions herein to the contrary, no covenant, provision or other restriction in this Act of Restrictions may be amended, deleted or altered in any way except upon the approval of the Committee.

2) Plan Review

Committee shall review for approval all plans and specifications for new construction and for alterations, additions or remodeling of existing structures, including exterior site improvements in accordance with the established guidelines. Committee shall have full power and authority to reject any plans and specifications:

(a) that do not comply with the restrictions herein imposed or do not meet the minimum structural and mechanical standards and requirements of *Development/Design Guidelines*; or

(b) that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Property or the harmony of external design, color schemes or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks and topography.

3) Minimum construction standards

Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes).

4) Enforcement

The Committee (or its successor) shall give written notice to each Lot Owner at his last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violation within the ten (10) day period, the Committee may:

- (a) file suit to enjoin or restrain continued violations of these Restrictions;
- (b) file suit to require specific performance to enforce compliance with these Restrictions;
- (c) file suit to recover damages for violations of these Restrictions; and/or
- (d) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Committee.

In the event a Lot Owner does not properly maintain his Lot in accordance herewith, including but not limited to provisions of paragraph 5.16 of these Restrictions, the Committee or its employees, contractors or agents shall have the right to go upon such Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleaned and mowed and to have the grass, weeds, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these Restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner. Each defaulting Lot Owner agrees that the Committee shall be reimbursed for one hundred and fifty (150%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions.

The failure of the Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce

any other restriction, covenant, or condition. Additionally, the Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restrictions, covenants or conditions herein contained.

3.2 HOME OWNERS ASSOCIATION

Home Owners Association

In accordance with the provisions of La. R.S. 9:1145 *et seq.*, Appearer, as owner of the Property, has created the DUTCHTOWN VILLAS Home Owners Association (hereinafter the "Home Owners Association") which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S.12:201 *et seq.* Upon the purchase of a Lot, a lot owner will become a member of the Homeowners Association. The rights of a member of the Home Owners Association shall be governed by the bylaws and Articles of incorporation of the Home Owners Association.

Duties

The Home Owners Association will:

- 1) maintain and oversee the maintenance of commonly owned spaces, properties, utilities and services (not transferred to legal Regulatory bodies or entities) located within DUTCHTOWN VILLAS and will be responsible for the maintenance, mowing, and landscaping of common areas located within the development; and
- 2) assist the Committee in policing these Restrictions and the Ordinances of the Parish of Ascension as applicable, including but not limited to enforcing the requirements of the paragraphs outlined in this Declaration.
- 3) provide such other services as the Board of Directors decides are related to the aesthetics of the Property.

Dues

All Lot Owners, other than the Appearer, will be assessed annual dues In The amount of \$100.00 Dollars, to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. These dues will become due and payable on March 1st of every year. Dues may be increased or reduced

at the annual meeting of the Home Owners Association or at a special meeting called for such purpose, all in accordance with the by-laws of the Homeowners Association. The appearer shall not be obligated to pay any dues subject to existing ownership of Lots.

4.0 PRIVILEGE AND LIEN RIGHTS

As security for the failure of any Lot Owner to pay any dues, charges, or expenses imposed by the Committee and/or the Home Owners Association, including those charges imposed in paragraph 5.16 below for lot maintenance, Appearer or any other person(s) authorized by law, may impose and file in the mortgage records of the Parish where the Lot is located, a privilege upon the Lot as authorized by La. R.S. 9:1145. Said privilege shall include, but not be limited to, the actual charge or fee owed, interest upon the charge or fee at the legal rate, and attorney's fees incurred in filing the privilege and filing suite to enforce that privilege if necessary.

5.0 GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

5.1 Approval Required by the Committee Prior to Construction

No residence, building, fence or other structure shall be erected, placed or altered on any lot in Dutchtown Villas, until the proposed building plans, specifications, exterior color and finish plot plan, (showing proposed location of such building or structure, drives and parking areas) has been approved in writing by the Committee, its successors or assigns. Refusal of approved plans, location or specifications may be based by the Committee upon any grounds, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Committee. Two sets of plans, including plot plan, must be submitted for committee approval. One set will be signed and returned to the owner, and the other will be retained by the committee. In the event the committee does not approve or disapprove within 30 days, approval shall be deemed given by the committee, however, all other provisions of this Act of Restrictions shall continue to apply.

5.2 Soil Conditions

Each lot sold by the Developer, Tri-star Properties, Inc., is sold without any warranties with respect to soil conditions. It shall be the sole responsibility of each Lot Owner, prior to construction of any structure on any lot, to

satisfy him or her self regarding the nature and bearing capacity of the soils on the lot for the particular purpose being considered. Each owner shall be deemed to have unconditionally released the Developer, Tri-Star Properties, Inc, and the developer's engineers from and against any liability arising out of any claim arising out of any soil condition of any lot.

5.3 Building Requirements

The minimum requirements for residential structures on Lots "3" through "75" inclusive, is that each residence shall not exceed one and one half stories in height and have a minimum of Fourteen Hundred (1,400) square feet of living area, which will be exclusive of porches, garages, carports, outside storage, breeze ways, and any other area not heated and not completed as interior living space.

Each residence must have a two car garage that may open to the street, or may side load, and must have an approved garage door with an automatic opener. Lots 51 and 52 must have a rear garage that opens to Canterbury Dr. Driveways and sidewalks shall be constructed of concrete or brick.

The only Committee approved roofing will be "Elk Prestique II" Weathered Wood, Architectural shingles. The pitch of the main roof can not be less than 8 on 12. Shed roofs may be less than 8 on 12 at the discretion of the Committee. Only shingle covered ridge vents will be allowed. Any other type of roof ventilation, such as wind turbans, power vents, etc. must be on the rear of the roof, and not visible from the front. Fireplace Flues that are visible from the street must be enclosed with the same type material as on the front of the residence. Fireplace flues that are not visible from the street do not have to be enclosed, however they must be painted black. No Sky Lights or Solar Panels will be allowed on any roof area visible from the street.

The exterior of each residence must consist of not less than sixty percent (60%) brick veneer. Aluminum fascia, and Aluminum or Vinyl soffit, may be used, however, Vinyl or Aluminum siding will only be allowed on the rear of the residence. The front, and all visible areas from any street, must use Brick Veneer, Stucco, Wood or Hearty Plank siding.

5.4 Mail Boxes

All mail boxes, and mounting posts, must be of the same design, color, and material as approved by the Committee, the purchase and maintenance thereof to be the sole responsibility, and expense, of each respective lot owner. Address numbers shall be displayed on the mailboxes. Information on the approved mailboxes may be obtained from the Committee or Developer.

5.5 Landscaping

Each lot owner will be required to sod from the street to the front edge of each house with centipede sod, and plant a minimum of \$500.00 worth of landscaping, within thirty days of substantial completion, and or prior to occupancy. Owner of lots 51 and 52 shall be required to sod the front yard and the side yard, exposed to the side street, to five feet past the driveway.

5.6 Lot Usage

All lots covered by these restrictions shall be for single family detached residential purposes only. No garage apartments, no Churches, Fraternities, Assembly halls, shops, or businesses of any kind will be allowed. No garage or carports may be converted to living area, leaving no place for vehicles to be parked out of view of the street. There shall be no raising of live stock, such as horses, cows, pigs, sheep, rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed at all times or restrained by fencing, and shall not be of such kind or disposition, or kept in such numbers, as to cause a nuisance. No noxious, offensive, or illegal use shall be made of the subdivision property, or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.

5.7 Subdividing

No subdividing of one or more lots shall be allowed without the prior written consent of the Committee.

5.8 Signs

No sign of any kind shall be displayed to the public view on or from any lot without the prior consent of the committee. Exceptions to this will be standard Real Estate signs and standard Builder or Contractor signs used in the marketing of that residence. All signs must be professionally painted, kept upright and properly maintained and no more than one real estate, and one builder sign, may be displayed on any one lot.

5.9 Vehicles

No mobile homes, trailers, boats, commercial trucks, school buses, motor cycles, or recreational vehicles may be kept, stored, parked, repaired or maintained, if visible from the street, on any lot or common area of the subdivision. All automobiles owned or used by owners or occupants of any residence shall, as far as possible, be parked in garages or carports. No vehicle shall be parked on any street or common area on a frequent

or permanent basis after construction of residence is completed.

5.10 Detached Buildings

Any storage sheds or detached buildings must be approved by the committee, in writing, prior to installation or construction. Garages, storage sheds, or detached buildings may not be used for living quarters.

5.11 Fences and Walls

No fence or walls may be constructed without first obtaining written approval of the Committee. No fence or wall may be constructed nearer to the street than the approved building set back line, or the front of any residence, regardless of the set back line. No fence or wall shall exceed six (6') feet in height. No hurricane or Chain Link fencing will be allowed at the front or sides of any lot. Hurricane or Chain Link fencing may be used across the rear of lots five (5) through seventy Five (75) only if a wood or other approved fence is in place on both sides of the lot from the rear property line to the front setback or front edge of the residence making the Hurricane or Chain Link fencing not visible from the street.

5.12 Playground Equipment

Playground equipment, swing sets, trampolines, swimming pools, hot tubs, and any other such items must be kept in the rear portion of the lot. Basketball goals will be allowed but may not be attached to any portion of the residence.

5.13 Gardening

No lot shall be used for Gardening or Farming purposes, except that flowers and shrubbery may be grown for non commercial purposes. A non-commercial garden to grow vegetables for use by a single household will be allowed, provided it is not visible from the street.

5.14 Clotheslines

No clotheslines or other outside facilities for airing or drying clothes are permitted unless located in the rear of the property and not visible from the street or any other lot.

5.15 Antennas and Satellite Dishes

No outside television antenna, radio antennas, or similar type structures or devices will be allowed without the prior written consent of the Committee. Satellite dishes will be allowed if they do not exceed eighteen

inches (18") in width and are not located on the front half of any residence.

5.16 Lot Maintenance

Each individual lot owner shall be responsible for maintenance of all landscaping on their lot and for maintaining their residence and driveway in a clean and orderly fashion at all times. Each lot owner must keep their lot mowed at all times and free from any rubbish, trash, debris, and noxious weeds.

5.16 Mineral Development

No oil or gas drilling, mineral development operations, production or treatment facilities, refining, quarrying or mining operations of any kind shall be permitted upon any lot.

5.17 Utilities

Lots will be serviced by underground utilities only. All residences shall tie into and utilize water and sanitary sewer services. Septic tanks, private sewerage treatment plants and private water wells are not allowed.

5.18 Exterior Lighting

Exterior, flood, pool, patio or landscaping lighting must not infringe upon adjacent Lots. All accent lighting should be direct task type fixtures and should be as close to the grade as possible. All exterior lighting must be approved by the Committee prior to installation.

5.19 Term and Amendment of Restrictions

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 Covenant shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the Owners of fifty percent (50%) of the lots in said subdivision.

5.20 Severability

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or

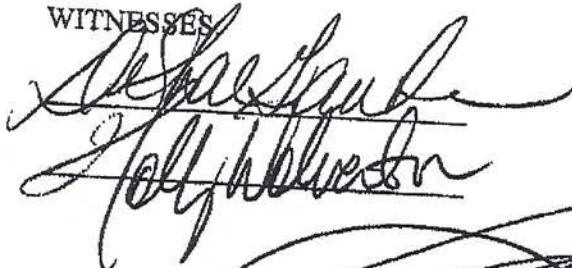
provisions hereof, which shall remain in full force.

5.21 Governing Law

These restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the state of Louisiana.


THIS DONE AND PASSED, in multiple originals, in my office in Gonzales, Louisiana on the day, month and year first written above and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

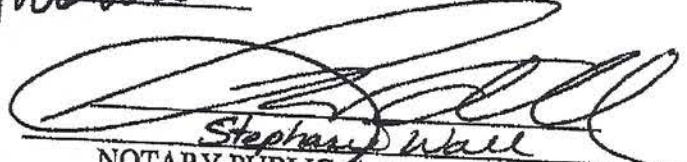
WITNESSES



TRI-STAR PROPERTIES, INC.

BY:


RODNEY IMEL


Stephan Wall
NOTARY PUBLIC # 23350