

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
PO Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

WELLS LANDING LLC

First VENDEE

YOUNGSVILLE CITY OF

Index Type : Conveyances


File Number : 2013-00004432

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Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 01/31/2013

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PLAT
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2013-4432

ACT OF DEDICATION
AND RESTRICTIVE COVENANTS
OF WELLS LANDING PHASE II

BE IT KNOWN, that on this 30th day of January 2013, before me, Timothy J. Bradley, Notary Public, and in the presence of the undersigned witnesses personally came and appeared:

WELLS LANDING, L. L.C., a Louisiana limited liability company represented herein by Bailey Shivers, its duly authorized Managing Member (hereinafter referred to as "Developer" or "Appearer")

Who, after being first duly sworn, did depose and declare that:

Appearer is the owner of certain property more fully described hereinbelow, and in connection therewith has submitted for Final Approval the attached plat of survey prepared by Comeaux Engineering & Consulting subdividing said property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the City of Youngsville.

I.

DEDICATION IN ACCORDANCE WITH LSA-R.S. 33:5051, ET SEQ

Appearer declares, accordingly, that it by these presents dedicates to public use, for and on behalf of the public in general, but in particular in favor of the City of Youngsville, the roads, streets, public ways, and other items shown upon said plat of survey, the original of which is attached hereto and made part hereof, said dedication to be considered a formal statutory dedication in accordance with the provision of LSA-R.S. 33:5051 et seq., provided however, that any areas designated as "Common Area" on said plat of survey are intended to remain private and same are not hereby dedicated and shall owned and maintained by the Association described herein. This dedication is made subject to the following: Appearer hereby retains and reserves unto itself all oil, as and other minerals and mineral rights of every kind and character located in, under or upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, that Appearer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals under said roads and streets.

II.

DEDICATION, CREATION, AND ESTABLISHMENT OF SERVITUDES

Appearer further declared that it does hereby further dedicate, create, and establish exclusively in favor of the City of Youngsville, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City of Youngsville to use same or who may as a result of this dedication my derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced herein except those which are shown as private on the attached plat of survey.

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Appearer declares that in connection herewith, Appearer grants perpetual predial servitudes in favor of the City of Youngsville and such other persons, entities, or estates who are given authority by said Government to use the servitudes, rights-of-way, and other items shown on said plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City of Youngsville and any such individuals, entities, and estates as are authorized by the City of Youngsville shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving, or otherwise operating any and all utility, drainage, and other improvements, and in connection therewith, may, within the confines of said servitude as shown on said plat, clear brush, trees, and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, water, and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitudes; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter of heretofore constructed therein, or thereon.

In connection with the exercise of the use of the servitudes created hereby, the City of Youngsville, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

The property made subject to this dedication and grant of servitude is more shown as Phase II on the plat of survey attached hereto.

The purpose of the above portion of this Act is to dedicate to the City of Youngsville, for the ultimate benefit of the public, all utility servitudes, streets, rights-of-way and other matters as reflected on the attached plat of survey, except those shown as "Common Area," and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City of Youngsville, which will have full authority to regulate the use of said servitudes, streets, rights-of-way, and other items as shown on said plat. The servitudes shall be subject to full use by the City of Youngsville and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage, or other services to the properties or estates to be serviced or benefitted by said servitudes, whether contiguous or not.

Appearer further declared that it desires to subdivide the property and to lay out the said property into lots for the purpose of offering the same for sale to the public as more fully shown by reference to the plat of survey which is attached hereto.

Appearer further declared that the hereinabove tract of land, as shown on the aforesaid plat of survey, shall be known as "WELLS LANDING, PHASE II," a subdivision of the City of Youngsville, Louisiana, and is herein referred to as "the Subdivision."

Utilities easements established herein shall be independent of any front, side and rear set back requirements provided for herein but same may be used in calculating such set backs.

Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act there may be utility easements, servitudes, and rights of way granted to utility companies under separate agreements and recorded in the records of the Clerk of Court of Lafayette Parish, Louisiana, which may affect the lots in the Subdivision independently of this Act.

Appearer further declared that in order to dispose of the property situated in the Subdivision to the best advantage of and to assure all, prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, it binds itself, its successors and assigns, not to sell any of the property situated in the Subdivision, except under the following restrictions which are covenants to run with the land, and it does hereinafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers, whether set forth in any act of sale or not, until the 30th day of January, 2038, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3rds) of the owners (one vote for each lot owned) of the lots at any time, it is agreed to change the said covenants in whole or part:

1. The use of the lots in the Subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence. No dwelling other than a single family dwelling and private garage shall be built on any building lot. Outbuildings are permitted provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein and provided, further, that they consist of the same style, color and architecture of the residence constructed on said lot. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the Subdivision is prohibited. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever shall be erected or maintained on any of the lots involved herein. Further, no building or dwelling in the subdivision shall be used to house more than four (4) non-related persons. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions. Nor shall any activity that would constitute a "group house" for the purpose of housing unrelated persons, as a business, whether for profit or not, be permitted on any lot in the subdivision.

2. No building shall be erected, placed or altered on any lots subject to these restrictions until the construction plans and specifications, and a site plan showing the location of the structure on the lot, have been submitted to, and approved in writing by, the Architectural Control Committee or any of its members designated by the Committee to act. Until changed by act recorded in the records of Lafayette Parish, the Architectural Control Committee shall consist of Stephen L. Shivers, Jr. and Bailey Shivers. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon the dissolution of the Architectural Control Committee by the lapse of twenty (20) years from the date hereof or by the resignation of all of its members, whichever first

occurs, the function and authority of said Architectural Control Committee, as described in these restrictions, may be performed by a Committee of at least three (3) persons appointed by the Board of Directors of the Wells Landing Owners Association, Inc. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing. The decision of the Architectural Control Committee may be evidenced by the signature of any of its members.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed or delivered to the following address: Wells Landing Architectural Committee, 213 Rue Fontaine, Lafayette, Louisiana 70508. The address may be changed by the Architectural Control Committee by act recorded in the records of Lafayette Parish.

The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted by reason of any of the following:

- A. Incompatibility of the proposed building with existing buildings located upon the lots in the vicinity;
- B. Duplication or similarity in the nature, exterior color scheme, kind, shape, height, or materials used in the proposed building with that of an adjoining building;
- C. Failure of such plans or specifications to comply with any of these restrictions;
- D. Objections to the site plan, drainage plan, or landscaping plan for the lot;
- E. Failure of such plans to take into consideration the particular topography and natural environment of the lot; or
- F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed building to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.

3. No hogs, cows or horses, or any kind of fowl shall be kept on any of the lots involved herein. Dogs and cats may roam freely, as long as in accordance with local ordinances or law, and as long as they do no damage. However, they must be confined if and when they become a nuisance to their neighbor. Dogs, cats or other household pets shall not be bred or maintained for any commercial purposes, nor are large quantities allowed on any single lot.

4. Each residence constructed in this Subdivision shall be erected on a plot of ground having not less than the lot area of the smallest lot shown on the attached subdivision plat of survey and shall face the narrowest side of the lot fronting the street. Residences built on corner

lots shall face the narrow side of the lot. No lot shall be subdivided without the prior written consent of the Architectural Control Committee, its successors or assigns.

5. All residences shall contain at least one thousand one hundred (1,100) square feet of air conditioned and heated living space, exclusive of porches, storerooms, garages, and carports.

6. It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the Subdivision.

A. The exterior material used on all residences will be of sound, durable, attractive, low-maintenance up-keep material, that is either painted, stained or built of colored material.

B. All front and side roof pitches shall have a minimum pitch as approved by the Architectural Control Committee. Roofing material shall be a laminated shingle with a minimum 15 year warranty or equal or better, or as may be approved by the Architectural Control Committee. No roll roofing shall be permitted.

C. Metal chimneys are not permitted unless enclosed with materials approved for the exterior.

D. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived by the Architectural Control Committee.

E. Residences shall be constructed such that at least 75% of the residence has a minimum 8 on 12 foot roof pitch.

F. Vinyl or metal siding, soffitt, and/or facia is permitted provided the location and extent is approved by the Architectural Control Committee.

G. A minimum of fifty (50%) percent of the exterior walls of all residences and garages shall be composed of brick and the remainder must consist of materials approved by the Architectural Control Committee such as stucco, Durock, Hardi-Panel or Hardi-Plank wall system. Not more than 20% of the front of the residence may be Hardi-Plank or Hardi-Panel.

H. Each residence shall be constructed with a minimum of two (2) car garage.

7. All property not landscaped in front of residences will be seeded with grass and will be kept mowed, and in presentable condition. Grass will not be allowed to grow higher than six (6") inches above grade. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section if, after ten (10) days written notice, the owner of said lot fails to do so and Developer shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by Developer in collecting same, shall be a charge and lien upon the property affected, from the date of recordation in the records of Lafayette Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment was made. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property and interest at the rate of eighteen

(18%) per cent per annum, all costs, and reasonable attorney's fees incurred in such action shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all prior mortgages or liens of record.

8. The front sill or slab of every residential dwelling and porch shall be placed not less than twenty (20') feet from the front property line and, except as to Lots 115 through and including Lot 134, there shall be a distance of at least 10 feet from the rear of the residence to the rear property line. As to Lots 115 through and including Lot 134, no residence may be constructed within the 50' DOW Pipeline Company servitude along the rear of said lots.

9. No building shall be erected less than five (5') feet from any side lot line, except in the case of corner lots on which the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet provided, however, that where the garage on a corner lot faces the street, there shall be a minimum set-back of twenty (20') feet for the garage on that side of the lot. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the five (5') foot side lot line on any common lot line without appropriate amendment to the restrictive covenants as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of construing the restrictions contained herein.

NOTICE: The set back requirements of applicable governmental bodies, such as the City of Youngsville, may be more restrictive than those contained herein, and, therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.

10. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located.

11. Driveways shall be constructed of concrete, unless otherwise approved by the Architectural Committee. Driveways may not be constructed closer to the side property line than allowed by the Lafayette Consolidated Government, especially when an electrical transformer or pedestal is located near the side property line.

12. Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed thereon except such plants, lamppost(s), mailboxes, or decorative item(s) as will tend to beautify.

13. No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

14. Temporary sanitary facilities used during construction must be approved sanitary types such as Royal Johns, Port-A-Heads or Port-O-Lets.

15. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction,

except by workmen, in the performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within this subdivision; component homes and/or component parts used in newly constructed residences are excepted. No old or second-hand materials shall be used in the construction of the exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.

16. Only signs, no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the initial builders of residence and the Developer, its successors or assigns.

17. Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front setback line. Fences constructed between the front sill of any dwelling and the rear property line, whether parallel or perpendicular to the street, and along the rear property line shall be constructed of either wood, concrete or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided that same are not visible from any street on which said lot has frontage, unless on fences perpendicular to such street and located on interior side lot lines (i.e. not on a street or not a rear lot line). No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have a height greater than seven (7') feet above the finished graded surface of the ground which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Fences erected shall be kept properly maintained and in good repair.

18. The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any such vehicle, as well as any boats and boat trailers, must be parked and kept behind the front set-back line. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or any immovable positions on any lots or street in this subdivision.

19. Notwithstanding anything to the contrary contained herein until all of the lots in the Subdivision are disposed of by Developer, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by Developer or assigns without the written consent of any other owner or purchaser of said lot or lots. Provided, no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e., residential). Neither the Architectural Control Committee, nor any agent thereof, and neither Appearer nor any agent or employee thereof, shall be responsible in any way for the failure of any structure to comply with the covenants of this act, nor for any defects in any plans and/or specifications submitted or approved.

20. Should any person or persons violate or attempt to violate any of the covenants

herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing and/or to recover damages and attorney fees incurred as a result of such violation.

21. As used herein, "Association" shall mean and refer to the Wells Landing Owners Association, Inc., a Louisiana non-profit corporation which corporation has been formed, or will be formed, with the Louisiana Secretary of State. The owners of the lots in the subdivision shall be members of the Association, and subject to the same rules, regulations, assessments and lien rights of the Association as set forth in the Articles of Incorporation of the Association. Developer and its assigns reserves the right to unilaterally add lots located in future phases of the subdivision, or other named subdivisions in the vicinity, to the Association, or to merge or combine the Association with an association or associations existing now or in the future relative to other property in the vicinity of the subdivision and in such event, at the election of the Developer, the lots in the other subdivisions will be subject to the rules of membership and voting for said association(s) and all phases and future phases of the subdivision, or nearby subdivisions so included, will be considered as one subdivision for purposes of voting on matters that come before the Association. As used in this act, the words "subdivision" and "subdivisions" include any other subdivisions added as provided herein.

The purpose of the Association shall be to maintain architectural control, and to maintain, repair, and improve any Common Area in the Subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. The tracts of land designed as "Common Area" on the attached plat of survey and any permanent side, any wall and any landscaping installed by the Developer, are hereby considered as "Common Area" and are hereby transferred to the Association which has the obligation to maintain same in good condition and repair. This transfer is made "as is" and without any recourse against Developer for defects, hidden or otherwise. As to any subdivision signs, wall and landscaping, an easement is hereby established in favor of the Developer, the Architectural Control Committee, and the Association, their agents and contractors for the existence of said signs, wall, and landscaping, and an access easement is hereby established from the street for access for the repairs and maintenance of same.

THUS DONE AND PASSED, in the Parish of Lafayette, Louisiana on the day and date first above written, in the presence of the undersigned, competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

WELLS LANDING, L.L.C.

Mary Delaney
Mary Delaney
Eugene Broussard
EUGENE BROUSSARD

Bailey Shivers
By: BAILEY SHIVERS, Manager

Timothy J. Bradley
NOTARY PUBLIC

Timothy J. Bradley
Bradley & Moreau, APLC
Bar Roll #10673
My Commission Expires at Death

File Number: 2013-00004432 Seq: 9



MAYOR
Wilson B. Viator, Jr.

POLICE CHIEF
Earl Menard

City of Youngsville
P.O. Box 592
305 Iberia Street
Youngsville, LA 70592
(337) 856-4181 * Fax (337) 856-8863

CITY COUNCIL
Tim Barbier
A. J. Bernard, Jr.
Brenda Burley
Dianne McClelland
Ken Ritter

January 29, 2013

Bailey Shivers
Shivers Homes
P.O. Box 81368
Lafayette, LA 70598

RE: Wells Landing Subdivision – Public Facility Acceptance

Dear Mr. Shivers:

Pursuant to our discussions, the City of Youngsville will accept the Wells Landing Subdivision constructed facilities under the following conditions:

- The issues identified in the storm sewer system by the City's Engineer will be addressed in a timely fashion with the inspection of the facilities coordinated with the City Superintendent;
- The contractor shall provide to the City of Youngsville a five-year warranty on the sanitary sewer system. The warranty shall include cleaning and television inspecting the sewer system 4.5 years (54 months) from the date the City accepts the sewer system for perpetual maintenance. The inspection video must be provided to the City for review (DVDs and reports). The warranty shall extend a minimum of five years from acceptance, with additional time extension if defects are found. The warranty shall include repair of any defects identified by the City Engineer based on these inspections, such repairs to be done to the City's satisfaction.


Please have the parties sign below where indicated to confirm that all agree to these requirements for acceptance.

Sincerely,



Wilson Viator, Mayor
City of Youngsville

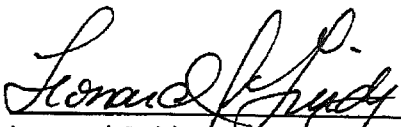
ACKNOWLEDGED AND ACCEPTED:



Bailey Shivers, Owner/Developer
Shivers Homes




Shannon Elliot
Elliot Construction, Inc.

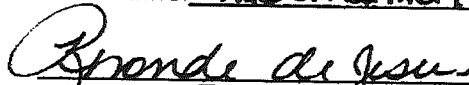


Leonard Guidry, President
Guidry Construction Company, Inc.

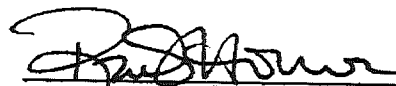
WITNESSES:



Print Name: Rae S. Harmon



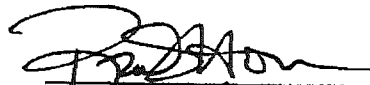
Print Name: Rhonda de Jesus



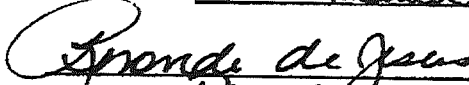
Print Name: Rae S. Harmon



Print Name: Rhonda de Jesus



Print Name: Rae S. Harmon



Print Name: Rhonda de Jesus