

**ACT OF RESTRICTIONS
OF
LOT Z-1-B, LOT Z-1-C, LOT Z-1-D, LOT Z-1-E & LOT Z-1-F,
which shall be collectively known as
“CESSNA STREET GATED COMMUNITY II”**

STATE OF LOUISIANA

PARISH OF ASCENSION

Before me, the undersigned authority, as Notary Public in and for the Parish of Ascension, State of Louisiana, duly commissioned, qualified, and residing in said parish and state, personally came and appeared:

DUSTIN JON CLOUATRE and BLAIR RABALAIS CLOUATRE, husband and wife, whose mailing address is declared to be 11080 Johnnie Mae Rd., Gonzales, LA 70737, appearing herein as the developer and subdivider of the lots named herein; hereinafter referred to as “DEVELOPERS”;

who declare that they are the owners of all lots and parcels of ground, known as **LOT Z - 1-B, LOT Z-1-C, LOT Z-1-D, LOT Z-1-E & LOT Z-1-F**, as per map of James W. Falgout, dated July 15, 2021, and captioned “Family Partition Map Showing Survey of Lots Z-1-A thru Z-1-F, Being the Resubdivision of Lot Z-1, Formerly a Portion of the Thad L. Denham Property, Located in Section 26, T9S – R3E, Southeastern Land District, of the St. Helena Meridian, East of the Mississippi River, Ascension Parish, LA for Dustin & Blair Clouatre”, and they do hereby establish certain building restrictions and conditions for the benefit of said property and properties to be binding upon and enforceable by the present and future owners of said property and properties, or any part thereof, it being the intention of the above parties to establish these restrictions and conditions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential use only. No buildings shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed 2 ½ stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles. All driveways must be completed upon completion of the house and must be constructed of at least four (4) inches of concrete. Placement of driveways to be approved by the Architectural Control Committee. Brick apron at street end of driveway is required and must be approved by the Architectural Control Committee.
2. All lots will be served by underground electric distribution system. All electric service to each residence or structure must be underground.
3. All lots will be served by an individual sewer system, in accordance with Parish and State regulations.

4. Water may be made available to each lot owner by private water well or by arrangements with Baton Rouge Waterworks in accordance with its rates and requirements, and requirements of the Ascension Parish Health Unit and the State Board of Health. Developers are not responsible for providing water to said lots.
5. Gas Service may be made available to each lot owner desiring has service by arrangements with Natural Gas Louisiana in accordance with its rates and requirements, and requirements of the Ascension Parish Health Unit and the State Board of Health. Developers and owners are responsible for granting required right-of-way.
6. No building or accessory building shall be erected, placed or altered on any lot until a complete set of construction plans, specifications, and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Any building so erected, placed or altered shall not be constructed exteriorly of imitation brick, imitation stone, vinyl or metal siding or asbestos and not more than fifty (50%) percent of the exterior, at the discretion of the ARCHITECTURAL CONTROL COMMITTEE, may be trimmed in wood or similar building material. The Architectural Control Committee may impose other appropriate and reasonable standards for exterior finish and materials which it may deem undesirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.
7. The minimum roof pitch shall be 7/12, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.
8. There shall be a minimum of two thousand five hundred (2,500) square feet of living area in each residence, which shall be exclusive of open porches, garages, or storage areas attached to the garage. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of one thousand five hundred (1,500) square feet of enclosed living area is required on the ground floor.
9. All residences shall be constructed with a least eighty (80%) percent of the ceilings on the ground floor not less than nine (9') feet high, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.
10. Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have decorative chimney caps.
11. Landscaping shall be installed within ninety (90) days of completion of the residence. Landscaping plan must be approved by the ARCHITECTURAL CONTROL COMMITTEE. The front yard must be completely seeded with

centipede or equal in default of which the Architectural Control Committee may cause such work to be performed and may demand and sue for reimbursement for such costs including legal fees and legal interest from the date of demand.

12. No building shall be located on any lot nearer to the front property line than the building line shown on the final plat described above, nor nearer to the side property lines than twelve (12) feet. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where in its opinion topographical features warrant such a variance or where such variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side of building lines requirements be less restrictive than required by the zoning ordinance for the Parish of Ascension, State of Louisiana. For the purpose of covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Accessory buildings shall not be erected closer to any side line than seven & one-half (7.5) feet nor nearer than twenty-five (25) feet to the rear lot line. Erection of any and all accessory or detached structures must be approved by the ARCHITECTUAL CONTROL COMMITTEE.
13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat.
14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
15. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the ARCHITECTUAL CONTROL COMMITTEE.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept in the home only or in fenced yard, provided that they are not kept, bred or maintained for commercial purpose or in such numbers or conditions as may be offensive to other property owners in the subdivision, or in such a manner as to create a nuisance. Dogs that bark excessively, in the opinion of the ARCHITECTUAL CONTROL COMMITTEE, shall be kept inside the residence.
17. No fence shall be erected on said lot beyond the front building setback line of that lot. All fencing material and design must be approved by the ARCHITECTUAL CONTROL COMMITTEE.
18. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the ARCHITECTUAL

CONTROL COMMITTEE, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the ARCHITECTURAL CONTROL COMMITTEE shall be automatically withdrawn. The ARCHITECTURAL CONTROL COMMITTEE may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as act of God, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the ARCHITECTURAL CONTROL COMMITTEE in proportion to the delay caused by the event.

19. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the ARCHITECTURAL CONTROL COMMITTEE; any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.
20. No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the ARCHITECTURAL CONTROL COMMITTEE evidenced by a majority vote thereof.
21. An ARCHITECTURAL CONTROL COMMITTEE composed of the following members: Steve Joffrion, Jr., Dustin Cloutre and one (1) active member presently serving on the existing ARCHITECTURAL CONTROL COMMITTEE of CESSNA STREET GATED COMMUNITY with all three persons being hereby appointed. A majority of the committee may designate a representative to act for it in its capacity. The members of the committee shall be appointed by the subdividers until such time as the subdividers shall release this right to lot owners in the subdivision. The ARCHITECTURAL CONTROL COMMITTEE shall serve without pay and shall check all building plans to ascertain their compliance with all of the restrictions as set forth herein. The decision of the Architectural Control Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.
22. The committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said committee or its representative. A complete set of plans and specifications shall be submitted to the Architectural Control Committee and will be retained on file by the committee.
23. All residences built on the lots shall face an approved street. No garage shall open to any street on which the residence faces unless the garage is wholly on the rear one-third of the lot. A side loading garage may be constructed on the front one-half of the lot with an approved garage door. Any corner lot where the garage

faces the front yard of another lot must have an approved garage door. All garages must be fully enclosed.

24. No garage apartment shall be erected or permitted on any lots.
25. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction or sales period. Corner lots are allowed two (2) property signs, in which one sign may be placed in the front yard and the other on the side yard of same lot. However, this limitation shall not apply to the developers of the subdivision during the course of its initial development.
26. No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of weeds. In the event that an owner fails to discharge this obligation after ten (10) days written notice, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs, including legal fees and legal interest from the date of demand.
27. Each lot owner of the lots listed and designated herein, namely, Lot Z-1-B, Lot Z-1-C, Lot Z-1-D, Lot Z-1-E and Lot Z-1-F shall pay unto the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION, an annual fee equivalent to the **annual HOA dues** paid by the members of the said homeowners association, which is set at **\$200.00 per year at this time and shall be whatever amount is voted on and set by the said association in the future.** Lien rights will exist to enforce the collection of dues. In exchange for the payment of the fees stated in this paragraph, the owners and families of Lot Z-1-B, Lot Z-1-C, Lot Z-1-D, Lot Z-1-E and Lot Z-1-F shall enjoy and have the right to participate in the yearly family activities sponsored by the Homeowner's Association, including but not limited to, Easter Egg drops, homeowner association events and all other Holiday celebrations held throughout the year.
28. The entrance and street systems serving the subdivision are private and are not and will not be maintained by the parish government. The private road is maintained by the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION. From time to time, by majority vote, CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION may need additional and/or higher assessments for street maintenance and improvements of the roads servicing the owners of the lots in CESSNA STREET GATED COMMUNITY and CESSNA STREET GATED COMMUNITY II. The owners of the lots named herein agree to each pay to the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION, the present annual **road maintenance fee of \$150.00 per year, as set by the said homeowners association. The owners of the lots herein further agree to pay the future road maintenance fees as set**

by CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION by majority vote. The owners of the lots herein agree and understand that lien rights will be used to enforce the collection of dues and assessments by the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION.

29. **AT THE TIME OF THE INITIAL AND FIRST SELLING OF EACH LOT NAMED HEREIN, THE PURCHASER SHALL PAY A ONE-TIME ROAD MAINTENANCE FEE OF \$1,200.00 TO THE CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION. THIS PARTICULAR FEE SHALL NOT BE ASSESSED MORE THAN ONE TIME/LOT.**
30. Other than personal vehicles, no boats, vehicles, campers or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot. Violation of this provision shall be determined solely by the Architectural Control Committee.
31. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon.
32. In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recovery from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.
33. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.
34. These restrictions may be amended to add additional lots to the restrictions at any time by the developer, and/or their heirs OR a vote of 2/3 owners of the lots named herein with each lot having one (1) vote.
35. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.
36. The mineral rights appertaining to all lots shall remain with the developers. No transfer of mineral ownership shall take place.

THUS DONE, READ AND SIGNED at my office in Gonzales, Louisiana, by said appearers in the presence of the undersigned competent witnesses and me, Notary, on this ____ day of December, 2021.

WITNESSES:

ZHOHN DUPONT

DUSTIN JON CLOUATRE

HEATHER ROGERS

BLAIR RABALAIS CLOUATRE

LARRY W. BUQUOI, Notary Public, Bar #18147
My commission expires at death.

ACKNOWLEDGMENT AND ACCEPTANCE

Before me, the undersigned authority, as Notary Public in and for the Parish of Ascension, State of Louisiana, duly commissioned, qualified, and residing in said parish and state, personally came and appeared:

CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION, herein represented by its President, Bryan Klibert;

who declares that it appears herein to acknowledge these restrictions and acknowledge the creation of Lot Z-1-B, Lot Z-1-C, Lot Z-1-D, Lot Z-1-E & Lot Z-1-F herein and the responsibility of the said lot owners to the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION and the responsibility of the CESSNA STREET GATED COMMUNITY HOMEOWNER'S ASSOCIATION to the owners of said lots.

THUS DONE, READ AND SIGNED at my office in Gonzales, Louisiana, by said appearers in the presence of the undersigned competent witnesses and me, Notary, on this ____ day of December, 2021.

WITNESSES:

CESSNA STREET GATED COMMUNITY
HOMEOWNER'S ASSOCIATION

ZHOHN DUPONT

BY: _____

HEATHER ROGERS

LARRY W. BUQUOI, Notary Public, Bar #18147
My commission expires at death.