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ACT OF RESTRICTIONS
OF
CESSNA STREET GATED COMMUNITY, INC.

INSTRUMENT # 00595418
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STATE OF LOUISIANA


DEPUTY CLERK & RECORDER

PARISH OF ASCENSION

CERTIFIED TRUE COPY BY


DEPUTY CLERK

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, INC., a Louisiana corporation domiciled and doing business in the Parish of Ascension, herein represented by STEVE JOFFRION, JR., its duly authorized Vice-President by virtue of resolution of its Board of Directors recorded in the office of the clerk and recorder of Ascension Parish, hereinafter referred to as "DEVELOPER".

who declares that it is the owner of all lots and parcels of ground, being lots numbered 1 through 14, inclusive, as per map of W.J. Cointment, RLS, dated March 23, 2004, and captioned "PRELIMINARY PLAT OF CESSNA STREET GATED COMMUNITY being the property of Steve Joffrion situated in Sections 26 and 35, T9S, SED, East of the Mississippi River, Ascension Parish, Louisiana" a copy of which map is recorded herewith, to establish, and it does 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 1/2 stories in height and a private carport or 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. Hanger homes are permitted on specific approval of the Architectural Control Committee. Brick apron at street end of driveway is required and must be approved by the Architectural Control Committee.

2. Cessna Street Gated Community, Inc. will be served by underground electric distribution system. All electric service to each residence or structure must be underground.
3. Cessna Street Gated Community, Inc. will be served by an individual sewer system, in accordance with Parish and State regulations. Sprinkler type discharge systems are required on Lots 9-14.
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. Developer is not responsible for providing water to said lots.
5. Gas Service may be made available to each lot owner desiring gas 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. Developer and owner are responsible for granting required right-of-way.
6. No 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 (2,000) square feet of living area in each residence, which shall be exclusive of open porches, garages, hangers, carports or storage areas attached to the garage, carport or hanger. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of one thousand two hundred (1,200) square feet of enclosed living area is required on the ground floor.

9. All residences shall be constructed with at 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. Detached hangers and 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 Architectural 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 Architectural 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 Architectural 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 Architectural Control Committee.

18. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Architectural 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. For developmental purposes of Cessna Street Gated Community, Inc., including development of future filings and sale of lots, the developer is allowed to place a temporary office or sales tent on the property.

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, Sr., Steve Joffrion, Jr. and Sally Landry are 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 or carport shall open to any street on which the residence faces unless the garage or carport 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 carport or garage faces the front yard of another lot must have an approved garage door. All carports or 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 developer 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 shall be required to become a member of the Cessna Street Gated Community, Inc. Homeowners Association. The Cessna Street Gated Community, Inc. Homeowners Association shall enforce the subdivision restrictions, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, streets, common areas, lakes or ponds. The Homeowners Association will collect yearly dues as fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be \$100.00. Lien rights will exist to enforce the collection of dues.

28. The entrance and street systems serving the subdivision are private and are not and will not be maintained by the parish government. From time to time, as determined by the Homeowner's Association by majority vote, assessments for street maintenance and improvement may be levied against the subdivision lots. Lien rights will exist to enforce collection of these assessments.

29. 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.

30. 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.

31. 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.

32. 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.

33. Invalidity 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.


34. 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 Prairieville, Louisiana, by said
appearers in the presence of the undersigned competent witnesses and me, Notary, on
this 15 day of June, 2004.

WITNESSES:

Kelly Landry

Sheree Mire


STEVE JOFFRION, JR.
(Vice-President)


NOTARY PUBLIC

2nd
Set Recorded
Entry # 595420

AMENDED ACT OF RESTRICTIONS
OF
CESSNA STREET GATED COMMUNITY, INC.

STATE OF LOUISIANA

PARISH OF ASCENSION

Said Amended Restrictions being set out as follows, to-wit:


35. Lot numbers **1 through 8** of the subdivision are designated as airstrip lots, the eastern boundary of said lots being that certain 200 foot wide turf airstrip being under leased to the Ponderosa Flying Club, a non-profit corporation. Notwithstanding any provisions of any other restrictions heretofore recorded, the construction of aircraft hangers incorporated into the design of the residential homes shall be allowed on said Lot numbers 1 through 8. Hanger dimensions shall not exceed 40 feet in width by 40 feet in length, shall be no nearer to the rear of the lot than 25 feet, and shall be constructed of the same materials as is the main residence. Hanger doors shall open only to the rear of the lot. Hanger design shall be subject to the final approval of the Architectural Control Committee.
36. Notwithstanding any provisions of other restrictions contained in these restrictions, temporary tie down of aircraft shall be allowed on the rear one-half of Lot numbers 1 through 8 provided said aircraft are properly secured with tie down moorings approved by the Architectural Control Committee. The term "temporary" shall be defined and approved in advance by the Architectural Control Committee.


THUS DONE, READ AND SIGNED at my office in Prairieville, Louisiana, by said appearers in the presence of the undersigned competent witnesses and me, Notary, on this 26th day of April, 2005.

WITNESSES:

Sheree Marie

Sally Andy


STEVE JOFFRION, JR.
(Vice-President)


NOTARY PUBLIC
#40776

3rd
Lt recorded

ACT OF RESTRICTIONS
OF
LOTS B-2-A-3-C, B-2-A-3-B, B-2-A-3-A, B-2-A-4,
B-2-A-5, B-2-A-6, B-2-A-7 and B-2-A-8

INSTRUMENT # 00602300
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STATE OF LOUISIANA

ms. Dine
DEPUTY CLERK & RECORDER

PARISH OF ASCENSION

CERTIFIED TRUE COPY BY

DEPUTY CLERK

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:

STEVE JOFFRION, SR., STACY P. JOFFRION, TIMOTHY GUILLOT, DELORES A. GUILLOT, STEVE JOFFRION, JR. and RANDEE C. JOFFRION, owners of Lots B-2-A-3-C, B-2-A-3-B, B-2-A-3-A, B-2-A-4, B-2-A-5, B-2-A-6, B-2-A-7 and B-2-A-8, as per map recorded in the records of Ascension Parish at COB #595420.

who declares that they are the owners of all lots and parcels of ground, being lots numbered B-2-A-3-C, B-2-A-3-B, B-2-A-3-A, B-2-A-4, B-2-A-5, B-2-A-6, B-2-A-7, B-2-A-8, as per map of W.J. Cointment, Jr., RLS, dated 12/16/04, and captioned "PROPERTY BOUNDARY SURVEY OF THE SUBDIVISION OF TRACT B-2-B-1-A OF THE STEVE JOFFRION PROPERTY, INTO TRACT B-2-B-1-A-1 AND TRACT B-2-B-1-A-2, SITUATED IN SECTIONS 26 AND 35, T9S, R3E, SED., EAST OF THE MISS. RIVER, ASCENSION PARISH, LOUISIANA" to establish, and it does 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 1/2 stories in height and a private carport or 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. Hanger homes are permitted on specific approval of the Architectural Control Committee. Brick apron at street end of driveway is required and must be approved by the Architectural Control Committee.

7 pages
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2. The lots will be served by underground electric distribution system. All electric service to each residence or structure must be underground.
3. The 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. Developer is not responsible for providing water to said lots.
5. Gas Service may be made available to each lot owner desiring gas 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. Developer and owner are responsible for granting required right-of-way.
6. No 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 (2,000) square feet of living area in each residence, which shall be exclusive of open porches, garages, hangers, carports or storage areas attached to the garage, carport or hanger. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of one thousand two hundred (1,200) square feet of enclosed living area is required on the ground floor.

9. All residences shall be constructed with at 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. Erection of any and all accessory or detached structures must be approved by the Architectural 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 Architectural 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 Architectural 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 Architectural Control Committee.

18. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Architectural 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, Sr., Steve Joffrion, Jr. and Randee Joffrion are 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 or carport shall open to any street on which the residence faces unless the garage or carport 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 carport or garage faces the front yard of another lot must have an approved garage door. All carports or 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 developer 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 shall be required to become a member of the Homeowners Association. The Homeowners Association shall enforce the subdivision restrictions, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, streets, common areas, lakes or ponds. The Homeowners Association will collect yearly dues as fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be \$100.00. Lien rights will exist to enforce the collection of dues.

28. The entrance and street systems serving the subdivision are private and are not and will not be maintained by the parish government. From time to time, as determined by the Homeowner's Association by majority vote, assessments for street maintenance and improvement may be levied against the subdivision lots. Lien rights will exist to enforce collection of these assessments.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 Prairieville, Louisiana, by said
 appearers in the presence of the undersigned competent witnesses and me, Notary, on
 this 3rd day of Mar., 2005.

WITNESSES:

Sheree Minis

Billy Lendray

Steve Joffrion, Sr.

Stacy P. Joffrion

Timothy Guillot

Delores A. Guillot

Steve Joffrion, Jr.

Randee C. Joffrion

Larry M. Mori
 NOTARY PUBLIC

END OF DOCUMENT-AFOG

4th Set
Recorded

**ACT OF RESTRICTIONS
OF**

**LOTS B-2-A-3-D, B-2-A-3-E, B-2-A-2, B-2-A-1-E,
B-2-A-1-D, B-2-A-1-C, B-2-A-1-B and B-2-A-1-A**

INSTRUMENT # 00537617
FILED AND RECORDED
ASCENSION CLERK OF COURT
2006 MAY 26 02:20:30 PM
COB ☒ COB ☐ OTHER

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK
SLIPFRTG02

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:

STEVE JOFFRION, SR., STACY P. JOFFRION (appearing herein through her attorney-in-fact, STEVE JOFFRION, SR.), JOSEPH A. ARCURI and JO ANN BERGERON ARCURI, owners of Lots B-2-A-3-D, B-2-A-3-E, B-2-A-2, B-2-A-1-E, B-2-A-1-D, B-2-A-1-C, B-2-A-1-B and B-2-A-1-A, as per map recorded in the records of Ascension Parish at COB #595420.

who declare that they are the owners of all lots and parcels of ground, being lots numbered B-2-A-3-D, B-2-A-3-E, B-2-A-2, B-2-A-1-E, B-2-A-1-D, B-2-A-1-C, B-2-A-1-B and B-2-A-1-A, as per map of W.J. Cointment, Jr., RLS, dated 12/16/04, and captioned "PROPERTY BOUNDARY SURVEY OF THE SUBDIVISION OF TRACT B-2-B-1-A OF THE STEVE JOFFRION PROPERTY, INTO TRACT B-2-B-1-A-1 AND TRACT B-2-B-1-A-2, SITUATED IN SECTIONS 26 AND 35, T9S, R3E, SED., EAST OF THE MISS. RIVER, ASCENSION PARISH, LOUISIANA" to establish, and it does 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 1/2 stories in height and a private carport or 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. Hanger homes are permitted on specific approval of the Architectural Control Committee. Brick apron at street end of driveway is required and must be approved by the Architectural Control Committee.

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2. The lots will be served by underground electric distribution system. All electric service to each residence or structure must be underground.
3. The 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. Developer is not responsible for providing water to said lots.
5. Gas Service may be made available to each lot owner desiring gas 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. Developer and owner are responsible for granting required right-of-way.
6. No 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 (2,000) square feet of living area in each residence, which shall be exclusive of open porches, garages, hangers, carports or storage areas attached to the garage, carport or hanger. In the event the residential structure to be erected shall contain more than one (1) story, a minimum of one thousand two hundred (1,200) square feet of enclosed living area is required on the ground floor.

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9. All residences shall be constructed with at 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. Erection of any and all accessory or detached structures must be approved by the Architectural 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 Architectural Control Committee.

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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 Architectural 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 Architectural Control Committee.

18. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Architectural 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, Sr., Steve Joffrion, Jr. and Randee Joffrion are 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.

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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 or carport shall open to any street on which the residence faces unless the garage or carport 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 carport or garage faces the front yard of another lot must have an approved garage door. All carports or 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 developer 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 shall be required to become a member of the Homeowners Association. The Homeowners Association shall enforce the subdivision restrictions, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, streets, common areas, lakes or ponds. The Homeowners Association will collect yearly dues as fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be \$100.00. Lien rights will exist to enforce the collection of dues.

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28. The entrance and street systems serving the subdivision are private and are not and will not be maintained by the parish government. From time to time, as determined by the Homeowner's Association by majority vote, assessments for street maintenance and improvement may be levied against the subdivision lots. Lien rights will exist to enforce collection of these assessments.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. The mineral rights appertaining to all lots shall remain with the developers. No transfer of mineral ownership shall take place.

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THUS DONE, READ AND SIGNED at my office in Prairieville, Louisiana, by said
appears in the presence of the undersigned competent witnesses and me, Notary, on
this 26th day of MAY, 2006. ~~NO~~

WITNESSES:

Donna Hoffman
John Bl

Steve Joffrion, Sr.
STEVE JOFFRION, SR.

Stacy P. Joffrion
STACY P. JOFFRION

Joseph A. Arcuri
JOSEPH A. ARCURI

Jo Ann Bergeron Arcuri
JO ANN BERGERON ARCURI

[Signature]
NOTARY PUBLIC

05-24-06

MILICENT J. ANTHONY, NOTARY
1077 HIGHWAY 61, JACKSON, LA 70748
38569 POST OFFICE RD., PRAIRIEVILLE, LA 70769
E. FELICIANA - ASCENSION PARISH
NOTARY I.D.#062727
COMMISSIONED FOR LIFE

