

**DECLARATION OF RIGHTS, RESTRICTION, AFFIRMATIVE
OBLIGATIONS, COVENANTS, SERVITUDE, AND CONDITIONS FOR
RANCHES AT WESTEND**

**STATE OF LOUISIANA
PARISH OF CALCASIEU**

BEFORE the undersigned Notary Public, duly commissioned and qualified and in and for the State and Parish aforesaid, therein residing, on the date as indicated hereinafter and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED, RANCHES AT WESTEND, LLC., a Louisiana Limited Liability Company domiciled in the Parish of Calcasieu, represented herein by all of its members, hereinafter called Developer, who did depose and state that:

RANCHES AT WESTEND, LLC. is now the owner and developer of the immovable known as "RANCHES AT WESTEND" and by this act imposes upon the property the restrictions, obligations, covenants, servitude and conditions hereinafter set forth, RANCHES AT WESTEND, LLC. will develop the property described herein and the owners of said property shall enjoy the benefits and subject to the restrictions, obligations, conditions, covenants, servitude and conditions as are applicable to the owners of lots in RANCHES AT WESTEND as stated herein.

1. **Purposes** The purpose hereof is the creation of a residential community (RANCHES AT WESTEND) having a uniform plan of development and the preservation of property values and amenities in that community. The real (immovable) property described herein is hereby subjected to the covenants, conditions, restrictions, obligations, reservations, liens, and servitude herein set out to insure the best use and most appropriate development and improvement of each building site thereof; protect the owners of buildings sites against such improper use if surrounding building sites as will depreciate

the value of their property; to preserve, so far as practicable, the natural beauty of RANCHES AT WESTEND; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of RANCHES AT WESTEND; and secure the erection of attractive homes thereon, with appropriate locations on building sites; to prevent haphazard and inharmonious improvements of building sites; and general, to provide adequately for high type and quality of improvements of RANCHES AT WESTEND and thereby to enhance the value of investments made by purchases of building sites therein.

2. Lots in RANCHES AT WESTEND and all portions thereof shall be conveyed, transferred and sold by any record owner thereof, subject to the restrictions, obligations, conditions, covenants, reservations, liens and servitudes hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3. **Improvement Restrictions.**

3.1 All lots shall be used for the construction of single-family dwellings only. No Commercial activities will be permitted. No dwelling shall be erected in the subdivision with a living area less than 1500 square feet, and each dwelling must have at least an attached double carport or double garage.

3.2 No dwelling shall be constructed in violation of the setbacks set forth in the attached Exhibit A. All setbacks must be approved by Design Review Board.

3.3 The construction of all dwellings in the subdivision shall be of quality equal to or higher than the minimum requirements permitted by the Federal Housing Administration for one-family dwelling.

3.4 There shall be no fences erected on any of the lots in the front of the front foundation line of the dwelling on any lot, nor shall any hedge be grown along the boundary of any lot in front of the front foundation line. All fences must be either of wood, aluminum, PVC composite privacy fence, PVC composite 3 rail vinyl fence panel, or black coated chain link. Privacy Fence height shall not exceed six (6') feet above elevation determined at center line of road where dwelling is located and addressed. No fence constructed of barbed wire, chicken wire or any other material shall be permitted. No fence shall be constructed on vacant lots that are nearer to the street than the foundation line on the adjacent lot if owner be the same owner or the foundation line which is farthest from the road of the adjacent lot if there is no common owners.

3.5 Mobile/Modular homes may not be parked or used (temporarily or permanently) as residences within the subdivision.

3.6 All structures must be of new construction and moving in of previously existing buildings from other locations into the subdivision is hereby prohibited.

3.7 An easement of servitude on all lots is reserved over a twenty (20') foot strip immediately adjacent to and along all streets or right of way for the purpose of installing and maintaining utilities and access at all times is reserved for the purpose of installation, repair and maintenance of utilities to include but not limited to drainage, gas, water,

electrify and telephone Communication. There shall be no 5G antennas, towers or communication facilities in any dedicated public space.

3.8 No more than one dwelling shall be placed on each lot as shown on the recorded subdivision plat, unless a specific lot is purchased in part by the owners of adjacent lots, and in such instance, the improvements which are erected upon a full lot plus a fraction may lie over the lot line, and side set back shall in such case be measured at the boundary of the entire tract.

3.9 No inoperative motor vehicles or junk of any kind shall be allowed to be maintained or left on the property and the property shall be kept orderly at all times.

3.10 No activity shall be carried on which would be a nuisance to the neighborhood such as but not limited to; any business or trade of business that is apparent or detectable by sight, sound, or smell from outside the property including signage; any business activity involving regular visitation of the house by clients, customers, suppliers, or other business that invites door-to-door solicitations of residents of RANCHES AT WESTEND. If the business activity, if consistent with latest Calcasieu Parish Police Jury regulations and the residential character of RANCHES AT WESTEND and does not constitute a nuisance, a hazardous or offensive use, or threat to security of safety of other residents of RANCHES AT WESTEND is allowed.

3.11 No drilling of oil, gas or other minerals will be permitted in any part of RANCHES AT WESTEND. No oil or major gas tanks of any kind will be allowed in the subdivision.

3.12 All buildings shall be built on a concrete slab or piers, and the first story must be constructed of brick veneer, stacked stone, Hardy plank, stucco, and/or wood and vinyl soffits, and unless variations are approved in writing by the Design Review Board composed of Keith DuRousseau and his designees, as appointed by the developer, RANCHES AT WESTEND, LLC. Approved roofing components shall be architectural 30-year asphalt shingle or metal standing seam. Construction shall commence within twenty-four (24) months from closing date on the lot, there may be \$5.00 per calendar day penalty assessed upon failure to comply. All construction must be completed within one (1) year from the date construction commences. If construction is not completed within the given time frame there may be a \$5.00 daily penalty fee.

3.13 No driveway, culvert, bridge or other construction shall be erected as to block or otherwise interfere with drainage of the subdivision. All ditches abutting the property may be covered by purchaser according to parish specifications among approval Calcasieu Parish Police Jury and Design Review Board. Drainage laterals are prohibited from coverage.

3.14 No structures of temporary character, including but not limited to trailers, tents, shacks, garages or other outbuildings shall be used on any lot at any time as a residence whether temporary or permanent.

3.15 Pre-engineered metal buildings are allowed, as secondary structure, but shall not exceed one and a half (1½) times the size of the primary main “living” dwelling area. The pre-engineered metal building shall be placed behind the primary dwelling and should have the intent to be indistinct and hidden out of sight; from the line of sight at

the road. It may not exceed twelve (12') feet eave high and shall comply with all local, state and federal regulation. Pre-engineered metal building shall have one pre-approved color per lot for all metal panels, trim, and doors per Design Review Board. Roof pitches are not to exceed 3 on 12. Variances may be granted on a case by case basis, and must be approved by the Design Review Board.

3.16 All outbuildings on the property shall be consistent with or same vernacular exterior design as the approved main structures and constructed out of similar materials as the main structures. No tar paper or like materials may be used as outside finish.

3.17 No boats, camper, self-propelled campers or camping trailers shall be parked or stored on any lot in front of the front building line of the dwelling nor on any corner lots shall be parked or stored between the dwelling and the street for longer than seventy-two (72) hours. All items listed above must be kept out of sight either in back or enclosed in garage or shop.

3.18 None of the lots shall be used or maintained as a dumping ground. All rubbish, trash, garbage or other waste shall be properly disposed of.

3.19 The minimum finished grade elevation of the lowest habitable floor of the dwelling, shall be set according to the latest Calcasieu Parish Police Jury Ordinance for minimum elevation and shall be determined by a certified land surveyor. Each lot is unique, and the actual final slab elevation should be reviewed with the Architect or builder, thereby allowing for good construction procedures to prevail.

3.20 All sewerage and sanitation systems must meet parish and state requirements. All outflow pipe shall be tied on to culverts or at ditches.

3.21 No breeding or processing for commercial purposes will be permitted on any lots. Pets must be kept in fence areas and abide by Louisiana Leash Law Chapter 18 and Chapter 23 outside of housing boundaries. Kennel and or containment must maintain a twenty (20) foot setback from adjacent property.

3.22 No exterior antennae, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind measuring more than one (1) meter in diameter may be located in sight from the road.

3.24 Laundry drying facilities including, but not limited to, clothes lines, and porch railings outside of the house may be used for drying or storing of cloths or other articles is prohibited if noticeable from road and adjacent neighbors.

3.25 Lawns shall be mowed on a regular basis, at least two (2) time per month.

3.26 Parking in streets unless for (birthday parties, family outings, or other gathering of sorts) is strictly prohibited. No commercial vehicles or equipment such as (requiring a Commercial Driver's License) is allowed to be parked at the in plain sight residences once construction is completed.

3.27 The Association shall levy and collect a fee per lot to be kept in the Association's accounts for the general maintenance and upkeep of common area improvements, amenities, utility fees, insurance, roads and drainage of the subdivision. This fee will be established by the Developer and shall be assessed per home, per Quarter, due and payable on the last day of each Quarter. The Association/Developer may change the charge at any time as needed. Failure to timely remit payment shall put the lot, and owner of the lot into default. Upon failure to cure the default after 15 days written notice

from the Association, the lot and its owner hereby grant unto the Association the right to take and place a lien in the public records of the Parish of Calcasieu until such time as the debt is satisfied. Additionally, the Association reserves the right to refuse whatever services it may provide to any owner of any lot that is in default under this section.

3.29. No lot shall be used for ingress and egress to adjacent property outside of the RANCHES AT WESTEND.

4. **Miscellaneous Provisions**

4.1 These covenants shall run with the land and shall be binding upon and inure to the benefit of all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years each, unless at least two (2) years prior to the time at which such would otherwise expire, an instrument signed by a majority interest of the then owners of the lots has been recorded in the office of the Clerk of Court of Calcasieu Parish, Louisiana which states that the majority of such owners amend or abolish said covenants in whole or in part, and which shall also states that those covenants abolished shall cease to have any further force or effect at the end of the then current term of said covenants, and all remaining restrictions amended or otherwise, shall remain in full force and effect for the succeeding term. Nothing herein contained shall prevent the owners from amending these declarations at any time by a vote of 2/3 of the owners. Developer shall retain the right to amend these Restrictions at any time and for any reason without the consent of the owners.

4.2 If the developer or future owners of lots in RANCHES AT WESTEND, their heirs, or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot or for the Developer, or if any governmental subdivision or agency is adversely affected by such violation or attempted violation, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from doing and to recover damages or other amounts for such violation for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to seek to enforce its rights hereunder shall, in no event, be deemed a waiver of the right to do so thereafter. The rights granted hereunder shall also extend to the Parish of Calcasieu for enforcement of its ordinances and regulations where applicable.

4.3 The illegality or invalidity of any covenant or provisions hereof or any part hereof or the unenforceability of any of the other provisions hereof shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

THUS DONE AND PASSED in my office at Lake Charles, Calcasieu Parish, Louisiana, on this _____ day of _____, 2021, in presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:

RANCHES AT WESTEND, LLC

BY: _____

Printed: _____

Keith A. DuRousseau, President

Printed: _____

NOTARY PUBLIC