

**ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS FOR**  
**OAK ALLEY ESTATES**

RECEIVED AND FILED  
BY CLERK & RECORDER  
ASCENSION PARISH, LA.

2006 JUN 22 A 9:26

I.

This acknowledgment is made by HOMES OF AMERICA, LLC.

II.

There exists certain building restrictions and conditions entitled ACT OF RESTRICTIONS FOR OAK ALLEY ESTATES, FIRST FILING recorded at original number 549795 of the Conveyance Records of Ascension Parish, Louisiana, as amended by THE ACT OF ADOPTION OF RESTRICTIONS FOR OAK ALLEY ESTATES SECOND FILING recorded at original number 597703 of the Conveyance Records of Ascension Parish, Louisiana, and further amended by the AMENDED RESTRICTIONS FOR THE SUBDIVISION KNOWN AS OAK ALLEY ESTATES AND FOR OAK ALLEY ESTATES SECOND FILING dated June 2, 2006 and to be recorded in the Conveyance Records of Ascension Parish, Louisiana, and ACT OF ADOPTION OF RESTRICTIONS FOR OAK ALLEY ESTATES THIRD FILING dated June 2, 2006 and to be recorded in the Conveyance Records of Ascension Parish, Louisiana ( hereinafter collectively referred to as "Restrictions").

III.

HOMES OF AMERICA, LLC is the owner of Lots 150, 158, 162 and 165 in the subdivision known as OAK ALLEY ESTATES, THIRD FILING.

IV.

By its signature below, HOMES OF AMERICA, LLC does hereby acknowledge and consent to the abovementioned Restrictions. Said restrictive covenants are adopted to encumber Lots 150, 158, 162 and 165 accordingly.

Executed this 14<sup>th</sup> day of June, 2006.

HOMES OF AMERICA, LLC

By:

Title:

Member

WITNESSES:

DAVID M. COHN

BARTLEY P. BOURGEOIS

ACKNOWLEDGMENT ON FOLLOWING PAGE

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

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KERMIT HART BOURQUE  
CLERK OF COURT

2006 JUN 22 A 9:26

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish of Ascension, Louisiana, came and appeared David M. Cohn, who being by me duly sworn, deposed and said that he was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Kevin Nguyen, well known to said appearer to be the identical person so executing the same as his own free will, act and deed, for the uses, purposes and considerations therein expressed in the presence of appearer and in the presence of Bartley P. Bourgeois, the other subscribing witness.

  
David M. Cohn

Sworn to and subscribed before me this 14<sup>th</sup> day of June, 2006.

  
Notary Public

B. BRIAN COHN  
LSBA 78000

Lot # \_\_\_\_\_ OAK ALLEY ESTATES SUBDIVISION

Purchaser's ~~Initials~~: \_\_\_\_\_  
Signature

Purchaser's ~~Initials~~: \_\_\_\_\_  
Signature

## **OAK ALLEY ESTATES**

### **EXHIBIT "A"**

The Sale of Property is made with full warranty of title, but "as-is" as to condition of the Property, which is acknowledged by Purchaser. Purchaser declares and acknowledges that:

- a.) Seller does not warrant that the Property is free from redhibitory or latent defects or devices;
- b.) Purchaser and Purchaser's agents, consultants and representatives have had a reasonable opportunity to inspect the Property;
- c.) Purchaser waives all warranties and/or representations by Seller or imposed on Seller as a matter of law, as to the condition of the Property, including without limitations, the following:
  - 1.) the warranty of fitness for intended purpose or guarantee against hidden or latent redhibitory vices under Louisiana law, including Louisiana Civil Code Articles 2520 through 2548;
  - 2.) the warranty imposed by Louisiana Civil Code Article 2475 (except with respect to title); and
  - 3.) all rights in redhibition pursuant to Louisiana Civil Code Article 2520 et seq.
- d.) Purchaser releases Seller from any liability for redhibitory or latent defects or vices affecting the Property, including the environmental condition of the Property;
- e.) This express waiver is a material and integral part of this sale, and is a component of the consideration paid for the Property; and
- f.) This waiver has been brought to the attention of Purchaser and explained in detail and Purchaser has voluntarily and knowingly consented to this waiver of warranty or fitness and/or warranty against redhibitory vices and defects for the Property.

Purchaser further assumes the risk as to any vices and defects are latent/or not discoverable upon simple Inspection, and including those vices or defect, knowledge of which would deter Purchaser from making the acquisition.

Purchaser hereby accepts the Property in its existing environmental condition and waives, discharges, and releases Seller from any and all claims and/or causes of action which Purchaser or its assignees or transferees may have or hereafter be otherwise entitled to, where affecting person and/or property, for any environmental liabilities arising from the Property, including any claims, demands, cause of action (both public and private), judgments, attorney's fees, cost, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule or regulation.

It is specifically agreed and understood that Seller makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on the Property. It is further understood and agreed that the above described property may be subject to drainage servitude, designated wetlands and/or areas compromising of designated 100-year flood plan and if applicable, Purchaser accepts title to the above described property may be subject any and all governmental regulations, procedures, and/or guidelines applicable to same. Some areas of the Property may have trees removed and may have been filled; therefore, the Purchaser shall have the responsibility to take any remedial action such as house foundation modifications.

## ANNEX I

The following are minimum landscape requirements within Oak Alley Estates:

- A. The owner shall plant one (1) "large" tree (see list) on the front of the lot. "Large" trees must be a minimum of ten to twelve feet (10' – 12') in height and a minimum of three-inch (3") caliper (measured at 12" above the ground). Credit will be given for existing trees on lots; therefore, the number of trees required may vary as approved by the A.C.C. Also, additional trees may be required on corner lots or larger lots as requested by the A.C.C.
- B. The owner shall plant a minimum of forty (40) shrubs with a minimum size of three (3) gallon containers. Fifty percent (50%) of these must be planted in the front yard.
- C. The front and rear yards of Lake Lots must be sodded with Grade "A" centipede sods. No other varieties will be allowed. The front yards of all non-lake lots must be sodded and the front and corner side of a corner lot must be sodded. The remainder of the lot must be sprigged or seeded with centipede.
- D. All landscaping and sod must be installed within forty-five (45) days of completion of the residence.

Requirements listed may be altered by the A.C.C. based on quantity and overall appearance and design. Oak Alley Estates wants to allow creative design among the landscape. Although these are minimum design criteria, the A.C.C. recommends that the homeowner go beyond these requirements. Seasonal color should be provided in several areas in the front yard to create colorful street appeal to visitors driving through Oak Alley Estates. Landscapes must be maintained at all times. If maintenance becomes a problem and is seen as an "eye sore" to the community, the A.C.C. will take necessary action to maintain the landscaping and charge the homeowner for all fees associated, at the sole discretion of the A.C.C.

**OAK ALLEY ESTATES**

**EXHIBIT "B"**

**RECEIPT AND ACKNOWLEDGEMENT  
OF RESTRICTIONS**

We, the undersigned have purchased or will be purchasing Lot \_\_\_\_\_, **Oak Alley Subdivision**, Ascension Parish, Louisiana.

We acknowledge (1) receipt of a copy of the "ACT OF RESTRICTIONS" for **Oak Alley Estates Subdivision**, and (2) have had the opportunity to review the said restrictions and will conform to the requirements as set forth in the said restrictions.

Signed at \_\_\_\_\_, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

WITNESS:

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# OAK ALLEY ESTATES

## EXHIBIT "C"

### \$500.00 – OAK ALLEY ESTATES CONSTRUCTION AGREEMENT

1. This deposit should be from the property owner or contractor.
2. Your builder can cause you, or the builder to lose all or part of the \$500.00. We recommend that property owners tie this burden into the contract of the builder.
3. It is the responsibility of each property owner to see that all restrictions are followed, all ACC guidelines are met, and their homesite along with adjoining properties are kept neat and clean during and after construction.
4. You and your builder should be aware of the following items that must be addressed daily during construction:
  - a. Your homesite (and adjoining properties) are kept clean, neat and graded for positive drainage and maintained.
  - b. YOU MUST HAVE A DUMPSTER ON JOB SITE, unless it is kept clean on a weekly basis for the purpose that shingle wrappers, empty mortar bags, Styrofoam, visqueen, felt, mostly fast food trash does not fit onto any other properties in the community.
  - c. If other lots have trash from your site, you will be notified and possibly charged with a clean up fee.
  - d. No dirt, sand or other materials are to be tracked into the streets. It must be cleaned up immediately by the contractor.
  - e. All construction lots are to be cut and completely cleaned. No weeds will be allowed. If you do not maintain your site accordingly we will do so for a fee.
  - f. Insure that your plans are being strictly adhered to (any exterior changes MUST be first approved by the ACC).
  - g. A porta potty is required on all job sites and must be anchored down.

h. YOUR DEPOSIT WILL NOT BE REFUNDED UNTIL THE ACC OR HOMEOWNERS REP. HAS INSPECTED YOUR LOT AND HOME FOR COMPLIANCE AFTER CONSTRUCTION.

- 5. The ACC, being the enforcement arm of the Property Owners Association, has the right to spend all or part of the deposit to insure that your standards, restrictions, rules, regulations, policies, procedures and guidelines are being met. We will try to contact you or the contractor before spending your money to correct these deficiencies. Additionally, the ACC reserves the right to lien your property and seek Injunctive Relief whenever the \$500.00 is insufficient.
- 6. The ACC is trying to uphold your property values and your standards. You will find our intentions are sincere and we are here to help you.

Example of how it works – We will attempt to contact the property owner or contractor to give him 24-48 hours to remedy the problem. Once this time expires, the ACC will hire someone to remedy the problem with the deposit money. If we are unable to locate the property owner or contractor in a reasonable amount of time, we will remedy the problem without giving 24-48 hour notice.

IF THE ACC HAS TO GO INTO YOUR DEPOSIT YOU WILL HAVE TO BRING IT BACK UP TO THE \$500.00 BEFORE YOU CAN BUILD ANOTHER HOUSE.

_____ ACC Member	_____ Date
_____ ACC Member	_____ Date
_____ ACC Member	_____ Date
_____ Builder	_____ Date
_____ Property Owner	_____ Date

# **OAK ALLEY ESTATES**

## **EXHIBIT "D"**

### **MAILBOX SYSTEM DATA SHEET**

DATE: July 1, 2003

DEVELOPER: America Homeland, LLC

THIS IS TO INDICATE THE DESIGNATED MAILBOX SYSTEM

REQUIRED FOR: Oak Alley Estates

BRAND: Imperial Manufacturing, Inc.

MODEL #: 510 Logo

POLE: #5

NUMBER PLATE: #1

MAILBOX: # 0 – Logo

COLOR: Black

NUMBERS: 2" in brass

See depiction of mailbox attached hereto.





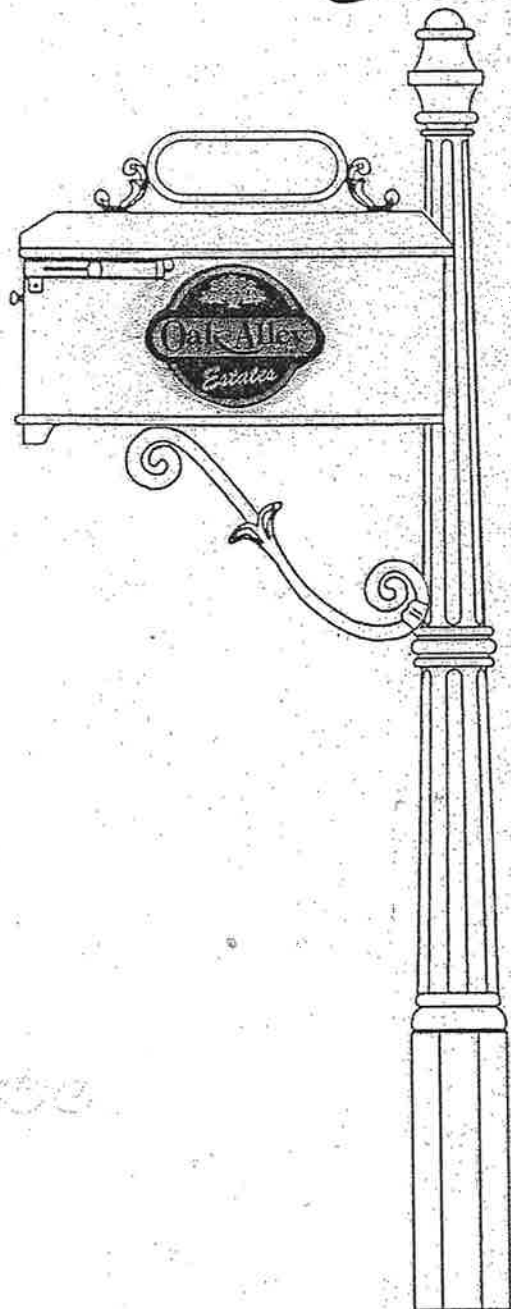
# Integrity

MAILBOXES & SIGNAGE

P.O. BOX 83475  
BATON ROUGE, LA 70884  
(225) 763-9400

## Oak Alley

*Estates*



*Hinge opens 180 degrees &  
out of the path of travel*

*Solid brass numbers  
and knobs*

*Rust free cast  
aluminum*

*Post cast in one solid  
piece for strength*

BURIED MOUNTED  
IN CONCRETE

IMPERIAL MAILBOX WITH SPECIAL LOGO

ALL MAILBOXES ARE APPROVED BY THE POSTMASTER GENERAL

OAK ALLEY ESTATES

EXHIBIT "E"

PLAN REVIEW CHECKLIST

Lot # \_\_\_\_\_

Name \_\_\_\_\_

Site Plan:

- 1. Set back-front
- 2. Garage location in relation to lot
- 3. Rear/Side boundaries
- 4. Two (2) site plans
- 5. Other

Elevation:

- 1. Architectural Shingles
- 2. Brick
- 3. Windows
- 4. Wood Siding (40% or less)
- 5. Roof Pitches
- 6. Curb Appeal
- 7. Chimney, material and cap
- 8. Window/Door appeal
- 9. Paint all vent roof stack and garage doors
- 10. Other

Miscellaneous:

- 1. Post tension recommended
- 2. \$500.00 ACC Deposit
- 3. Square footage requirements met (1800 minimum Living Area)
- 4. Builder approved
- 5. Responsible for mud on street
- 6. Other

Submittals:

- 1. Landscape plans (two sets at black in)
- 2. Brick Sample-Name and Company
- 3. Exterior paint colors, samples included
- 4. Shingle colors, Brand and Year
- 5. Plaster colors-synthetic not allowed
- 6. Fences-pools-basketball goals, etc.
- 7. House plans (two sets)
- 8. Other

\_\_\_\_\_  
ACC Representative

\_\_\_\_\_  
ACC Representative

\_\_\_\_\_  
ACC Representative

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Builder's Signature

**OAK ALLEY ESTATES**

LOT # \_\_\_\_\_

**EXHIBIT "F"**

**COLOR/BRICK/SHINGLE SUBMITTALS**

Plaster/Stucco Color

Siding Color

Window Color

Trim Color

Door Color

Shutter Color

Name of Brick \_\_\_\_\_

Color of Shingles \_\_\_\_\_ Brand of Shingles \_\_\_\_\_

Warranty of Shingles \_\_\_\_\_

- \* Colors- Please list name and paste color chip next to each category.
- \* Garage Door must be painted to match stucco or trim.